



DATE: Monday, August 19, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Jaya Kolisetty, Ward 4

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 08-12-2024 City Council Minutes

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

F. New Business

1. **Resolution No. 2024-08-056R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, FY 2024-2025) – CD
2. **Resolution No. 2024-08-057R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025) – CD
3. **Resolution No. 2024-08-058R:** A Resolution Approving Standardized Employment Agreement Templates for City Appointees – HRF/Exec
4. **Ordinance No. 2024-08-029:** An Ordinance Amending Schedule O-1 of Section 23-201 of the Urbana Local Traffic Code Designating Load Restrictions upon Vehicles Using Certain Highways (Washington Street over Sunny Estates Ditch) – PW
5. **Resolution No. 2024-08-059R:** A Resolution Approving Amendment to the Public Safety Records Management System ("PSRMS") Intergovernmental Agreement – PD

G. Council Input and Communications

H. Closed Session per ILCS 120/2(c)(2) - Collective Bargaining Negotiations

I. Adjournment

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

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or

behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

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

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



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: August 19, 2024 Committee of the Whole

Subject: A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)

Summary

Action Requested

City Council is being asked to approve the attached resolutions approving and authorizing agreements with the City of Champaign and Bristol Place Seniors, LP for the development of Bristol Place Seniors.

Brief Background

The attached resolutions authorize staff to execute agreements with the City of Champaign and Bristol Place Seniors, LP, an Illinois Limited Partnership, for the development of affordable housing for seniors as part of the Bristol Place redevelopment project. Under the terms of the agreements, which are included in this packet, the Urbana HOME Consortium will commit up to \$1,043,000 in prior year City of Champaign HOME funds for the construction of a four-story building comprised of 60 one- and two-bedroom apartments. Of the 60 total units, six will be supported through HOME funds. The affordable housing development will be located in the City of Champaign.

Relationship to City Goals and Priorities

Impact on Core Services

There will be no impact on core City services as a result of executing these agreements.

Strategic Goals & Plans

The completion of Bristol Place Seniors will further the City's affordable housing goals as described in the City of Urbana and Urbana HOME Consortium [Consolidated Plan for FY 2020-2024](#) and [Annual Action Plan for FY 2024-2025](#).

Previous Council Actions

The Urbana HOME Consortium previously invested City of Champaign HOME funds in the first phase of the Bristol Place redevelopment project. On May 7, 2018, Council passed Resolution [2018-04-013R](#) committing \$415,452 to Bristol Place Phase I. On December 2, 2019, Council passed Resolution [2019-11-051R](#) committing an additional \$151,000 in City of Champaign HOME funds to the project.

Discussion

Additional Background Information

The funds committed under the terms of the enclosed agreements come from the City of Champaign’s portion of prior year HOME funds. The funds were designated to the City of Champaign in the Urbana HOME Consortium’s 2024-2025 Annual Action Plan, pursuant to HUD regulations. As lead entity of the Urbana HOME Consortium, the City of Urbana is responsible for executing all agreements for HOME funded projects, even if the projects do not take place within the City of Urbana.

The total project cost for Bristol Place Seniors is estimated at \$19,445,000. Other sources of funding are the Illinois Housing Development Authority (IHDA) and constructions loans. The City of Champaign and Bristol Place Seniors, LP are required to contribute a minimum of \$250,000 in matching funds to this project. The Housing Authority of Champaign County has committed housing vouchers to the project as well.

Bristol Place Seniors will provide affordable one- and two-bedroom units to households with incomes below 80% of the area median income as established annually by HUD. Initial occupants must not have incomes greater than 50% of the area median income. Monthly rent cannot exceed the HOME rent limit as published annually by HUD:

| # Of Bedrooms | Monthly Rent Limit |
|---------------|--------------------|
| 1 | \$885 |
| 2 | \$1,049 |

Rents must conform to HUD’s rental limits during the Affordability Period established under the terms of the agreements. The affordability period under this agreement is 20 years.

Fiscal and Budget Impact

Committing \$1,043,000 in prior year City of Champaign HOME funds to the Bristol Place Seniors development will not impact City of Urbana programs. The funds were budgeted for City of Champaign affordable housing and neighborhood revitalization activities in prior year Annual Action Plans.

Recommendation

City Council is asked to approved the attached resolutions.

Next Steps

If the attached resolutions are approved by Council, staff will move forward with executing the agreements along with all required loan documentation. The anticipated construction start date is September 2024, with a target completion date of January 30, 2026.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, FY 2024-2025)
2. Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Bristol Place Seniors, LP FY 2024-2025)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)
4. Urbana HOME Consortium Rental Housing Developer Agreement (Bristol Place Seniors, LP FY 2024-2025)

Originated by: Breaden Belcher, Grants Division Manager

Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City
Administrator

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT REGARDING THE USE OF HOME FUNDS ON BEHALF OF THE CITY OF CHAMPAIGN, ILLINOIS

(BRISTOL PLACE SENIORS, LP FY 2024-2025)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Urbana HOME Consortium Subrecipient Agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the *City of Urbana and Urbana HOME Consortium* (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That the Urbana City Council hereby approves the attached Subrecipient Agreement in substantially the same form as attached hereto.

Section 2. That the Subrecipient Agreement regarding the use of HOME funds on behalf of the City of Champaign, Illinois, in substantially the form of the copy of said Subrecipient Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That 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 authorized to attest to said execution of said Subrecipient 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 E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT REGARDING THE
USE OF HOME FUNDS ON BEHALF OF THE CITY OF CHAMPAIGN, ILLINOIS**

(BRISTOL PLACE SENIORS, LP FY 2024-2025)

This **SUBRECIPIENT AGREEMENT** is entered into and shall be effective as of the _____ day of _____, _____, by and between the City of Urbana, Illinois, hereinafter referred to as ("URBANA"), lead entity for the Urbana HOME Consortium, and the City of Champaign, hereinafter referred to as ("CHAMPAIGN"), a member of the Urbana HOME Consortium and a subrecipient of HOME funds.

WITNESSETH:

WHEREAS, the National Affordable Housing Act ("Act") makes possible the allocation of HOME Investment Partnerships funds to the Urbana HOME Consortium for the purpose of undertaking only housing activities specified in Title II of the Act; and

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

"(A) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL AGREEMENTS. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency or any other State or of the United States to the extent that laws of such other State or of the United States do not prohibit joint exercise or enjoyment."

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any

governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

WHEREAS, the parties hereto have authorized the execution of this AGREEMENT, as an exercise of their respective powers and other governmental authority, and, as an exercise of their Intergovernmental cooperation authority under the Constitution and statues of the State of Illinois; and

WHEREAS, URBANA, CHAMPAIGN and CHAMPAIGN COUNTY have entered into a Cooperative Agreement to form the Urbana HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, URBANA is the lead agency of the Consortium, and is designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, URBANA and CHAMPAIGN have typically entered into Subrecipient Agreements that allow CHAMPAIGN to disburse a proportionate amount of the HOME funds received annually on projects in the City of Champaign on behalf of the Consortium; and

WHEREAS, due to the nature of the anticipated use of funds stemming from Grant Number M-19-DC-17-0217 (FY 2019 – 2020), M-20-DC-17-0217 (FY 2020 – 2021), M-21-DC-17-0217 (FY 2021-2022 HOME Allocation), M-22-DC-17-0217 (FY 2022-2023 HOME Allocation), and M-23-DC-17-0217 (FY 2023-2024 HOME Allocation) URBANA and CHAMPAIGN have determined that it is mutually beneficial to have URBANA disburse HOME funds for HOME-eligible activities in the City of Champaign; and

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.

1. BUDGET & USE OF HOME FUNDS / SCOPE OF SERVICES

CHAMPAIGN agrees that URBANA shall take full responsibility for committing and expending HOME funds not to exceed \$1,043,000 stemming from the Urbana HOME Consortium's HOME Program allocations from Fiscal Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024. URBANA agrees to commit these funds to the new construction of affordable rental units as part of the Bristol Place Senior Residences Redevelopment ("PROJECT"). The units assisted with HOME funds through the funds governed by this AGREEMENT ("CITY HOME ASSISTED

UNITS) shall be established as specific units with fixed addresses.

2. **Responsibilities**

- a. CHAMPAIGN agrees to undertake and be responsible for completing the following actions related to HOME requirements as part of the PROJECT. CHAMPAIGN will submit to URBANA evidence that CHAMPAIGN has completed all the responsibilities outlined below and ensure that it meets requirements of the HOME Program.
 - i. **Property Standards:** CHAMPAIGN agrees to inspect the units identified as the CITY HOME ASSISTED UNITS among the newly constructed rental units to ensure that they are maintained in accordance with the minimum property standards as established by CHAMPAIGN. An inspection of the CITY HOME ASSISTED UNITS must be completed within twelve (12) months after issuance of the certificates of occupancy for the units. Inspections must be undertaken at least annually thereafter, or upon request by URBANA. Reports must be submitted to URBANA following any inspections of the CITY HOME ASSISTED UNITS.
 - ii. **Section 3:** CHAMPAIGN will ensure compliance with Section 3 of the Housing and Urban Development Act to ensure that employment and other economic opportunities generated by these HOME funds shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
 - iii. **Affirmative Marketing:** CHAMPAIGN agrees to affirmatively market the CITY HOME ASSISTED UNITS available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability, in accordance with URBANA's HOME Affirmative Marketing Standards. CHAMPAIGN agrees to undertake the following, or to ensure that the following are completed by the developer, contractor, or subcontractor, with regards to affirmative marketing:
 1. Use the Equal Housing opportunity logo in all advertising;
 2. Display a Fair Housing poster in the rental office;
 3. Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;

4. Maintain files of the project's affirmative marketing activities for five (5) years and provide access thereto to URBANA's staff;
 5. Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;
 6. Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
 7. Exercise affirmative marketing of the units when vacated;
 8. Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached to this agreement as Exhibit A.
- iv. Match: CHAMPAIGN must submit documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. Qualified matching funds must total at least **\$260,750.**
- v. Monitoring: CHAMPAIGN agrees to monitoring of the PROJECT at regular intervals following completion.
- b. URBANA agrees that it shall be responsible for satisfying all other requirements of the HOME Program related to the commitment and expenditure of HOME funds as part of the PROJECT.

3. Miscellaneous Provisions

- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or CHAMPAIGN from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without **CHAMPAIGN** approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and CHAMPAIGN.
- b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

- c. Unless determined by the URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements.
- d. Funds identified as Program Income and collected by URBANA shall be accounted for and reported to HUD as required by Federal regulations. URBANA shall be permitted to use Program Income stemming from the funds referred to in Section 1 of this AGREEMENT on projects or activities of its choosing.
- e. If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are to be severable.
- f. The section headings of this AGREEMENT are for convenience and reference only and in no way define, limit, or describe the scope or intent of this AGREEMENT, and should be ignored in construing or interpreting this AGREEMENT.

4. **Enforcing of Agreement**

A default shall consist of failure to undertake the responsibilities identified in Section 2 of this AGREEMENT. Upon due notice to CHAMPAIGN of the occurrence of any such default and the provision of a reasonable opportunity to respond, URBANA may take one or more of the following actions:

- a. Direct CHAMPAIGN to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- b. Direct CHAMPAIGN to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- c. Reprogram HOME funds that have not yet been expended from the PROJECT to other eligible activities or withhold HOME Program funds from the PROJECT;
- d. Suspend disbursement of HOME Program funds for the PROJECT;
- e. Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CHAMPAIGN of URBANA'S written notice of default. No delay or omission by URBANA and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right, remedy, or constitute a waiver or acquiescence in any CHAMPAIGN default.

Unless CHAMPAIGN's default is waived, URBANA may terminate this AGREEMENT for said default. Waiver by URBANA of CHAMPAIGN'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

CITY OF URBANA

By: _____
Diane Wolfe Marlin, Mayor

Date: _____

Attest: _____

Date: _____

CITY OF CHAMPAIGN

By: _____
Title:

Date: _____

Attest: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM RENTAL HOUSING DEVELOPER AGREEMENT

(BRISTOL PLACE SENIORS, LP FY 2024-2025)

WHEREAS, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Rental Housing Developer Agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the *City of Urbana and Urbana HOME Consortium* (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Urbana, Illinois, as follows:

Section 1. That the Urbana City Council hereby approves the attached Developer Agreement in substantially the same form as attached hereto.

Section 2. That the Developer Agreement providing up to \$1,043,000 in HOME Program funds, for the creation of six (6) affordable rental units, between the City of Urbana, on behalf of the Urbana HOME Consortium, and Bristol Place Seniors, LP., in substantially the form of the copy of said Developer Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That 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 authorized to attest to said execution of said Developer 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 E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

City of Urbana, Grants Division
400 S. Vine Street
Urbana, IL 61801

After recording, return to:

City of Urbana, Grants Division
400 S. Vine Street
Urbana, IL 61801
Attn: Breaden Belcher, Manager

**URBANA HOME CONSORTIUM
RENTAL HOUSING DEVELOPER AGREEMENT
Bristol Place Seniors, LP FY 2024-2025**

THIS RENTAL HOUSING DEVELOPER AGREEMENT is made by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (“LENDER”), having its principal offices at 400 S. Vine Street, Urbana, IL 61801, and **Bristol Place Seniors, LP**, an Illinois Limited Partnership, having a principal place of business at c/o AHDVS, LLC, 15255 S. 94th Avenue, Suite 500, Orland Park, IL 60462 (“BORROWER”).

BACKGROUND

The Congress of the United States has enacted the Cranston- Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. 12701, *et seq.* (the “National Affordable Housing Act”), which created the HOME Investment Partnerships Program (“HOME Program”) to provide funds to state and local governments for affordable housing assistance that is most appropriate for local needs.

The City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U. S. Department of Housing and Urban Development (“HUD”) for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (the “HOME Consortium”) under provisions of Title II of the National Affordable Housing Act.

The BORROWER desires to serve as an owner, borrower and developer of an affordable rental housing development within the City of Champaign.

The LENDER, as a member of the Urbana HOME Consortium, has authority under the provisions of the HOME Program to provide financial assistance for the development of a mixed-income, affordable residential rental development.

The BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (the “PROJECT”) on a property (the “PROPERTY”) commonly

known as Bristol Place, and more particularly described in the legal description included as Exhibit A.

The LENDER has reviewed said proposal and has conducted an evaluation of said PROJECT, including a comprehensive review of the site and building plans that will achieve the minimum property standard, as established by the LENDER, as part of said PROJECT and an estimated total cost of said PROJECT.

The LENDER has determined that the PROJECT is eligible for funding under the HOME Program.

The BORROWER has been fully informed regarding any and all requirements, and obligations that must be met by the PROJECT in order to utilize HOME Program funds, including but not limited to the requirement that, after construction, the dwelling unit(s) must remain affordable to low-income households (eighty percent (80%) of area median income as established by HUD) for a period of 20 years from the date the PROJECT has achieved full initial occupancy, in accordance with 24 CFR Part 92, Sections 92-203 and 92-251 through and including 92-253. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

The BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing construction of said PROJECT on or before September 30, 2024, and with the assistance of HOME Program funds, completing construction on or before January 30, 2026, in accordance with the Project Completion Schedule in Exhibit C. The BORROWER has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT.

The loan is evidenced, secured and governed by, among other things: (a) the Note, (b) the Mortgage of even date herewith executed by BORROWER and recorded on in the Recorder's Office of Champaign County ("Mortgage"), (c) this Rental Housing Agreement entered into by BORROWER and LENDER dated as of even date herewith, such agreement being on file at the offices of the City, and (d) the Regulatory and Land Use Restriction Agreement. The Regulatory and Land Use Restriction Agreement, the Project Agreement, the Note, the Mortgage, and all other documents executed by Borrower which evidence, govern or secure the Loan are each referred to as a "LOAN DOCUMENT" and collectively referred to as the "LOAN DOCUMENTS."

Therefore, the parties agree as follows.

USE of HOME Funds

The LENDER shall lend the BORROWER an amount not to exceed **\$1,043,000** (from the LENDER's federal HOME Program allocation from Fiscal Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024) to assist with the construction of six (6) affordable rental dwelling units (the "CITY HOME ASSISTED UNITS") out of a total of sixty (60) dwelling units (the "PROJECT HOME ASSISTED UNITS") in the PROJECT that will be assisted with HOME funds on the PROPERTY. The PROPERTY is legally described in Exhibit A, which is attached to this agreement. The BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:
 - 1. Scope of Work/Project Description including the schedule attached hereto as Exhibit B.
 - 2. The Budget, attached hereto as Exhibit C.
 - 3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.

- b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

HOME PROJECT Requirements

The BORROWER shall comply with all income determinations and affordability requirements of the HOME Program for each CITY HOME ASSISTED UNIT described in subsection d of this section, as set forth in 24 CFR 92.203 and 92.252, as amended. The BORROWER shall determine whether each family is income eligible by determining the family’s annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The CITY HOME ASSISTED UNITS in a rental housing project must be occupied only by households that are eligible as low-income families (eighty percent (80%) of area median income as established by HUD) and must meet the affordability requirements as described more fully in 24 CFR 92.252(e). The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

- a.) Affordability Period: For **twenty (20)** years following PROJECT completion in HUD’s Integrated Disbursement and Information System (“the Affordability Period”), the BORROWER shall restrict the use of the CITY HOME ASSISTED UNITS to “affordable housing.”

- b.) Maximum Tenant Income: The maximum income for households residing in the CITY HOME ASSISTED UNITS cannot exceed eighty percent (80%) of the area median income, adjusted by family size, as defined annually by HUD. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

- c.) Rent Limitations: The gross rent for all CITY HOME ASSISTED UNITS (base rent plus applicable utility allowance computed in accordance with Section 42 of the Internal Revenue Code, 26 U.S.C. § 42, and applicable HOME regulations, as amended, and defined by the Urbana HOME Consortium) cannot exceed the maximum Low HOME Rents as published annually by HUD, and issued annually by the LENDER. The initial monthly rent for each unit cannot exceed

| # of Bedrooms | HOME Rents |
|---------------|------------|
| 1 | \$885 |
| 2 | \$1,049 |

BORROWER must obtain permission from the LENDER prior to changing the monthly rent at the CITY HOME ASSISTED UNITS. BORROWER must provide tenants of

those units not less than 30 days prior written notice before implementing any increase in rents.

Due to the use of 9% LIHTC, the Low HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the Low HOME rent or tax credit limit, while the High HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the High HOME rent or tax credit limit. The rent may be raised to a Federal or State rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based, and the tenant's income is less than 50 percent of the area median income.

- d.) CITY HOME ASSISTED UNIT Designation: The parties have designated six (6) floating units as the CITY HOME ASSISTED UNITS. The units that are designated as the CITY HOME ASSISTED UNITS may change over time, as long as the total number of CITY HOME ASSISTED UNITS is no greater or less than six (6) at any given time. The CITY HOME ASSISTED UNITS shall be one-bedroom units. BORROWER must ensure that the CITY HOME ASSISTED UNITS remain comparable to the non-assisted units over the affordability period in terms of size and features included in other one-bedroom units.
- e.) Increases in Tenant Income: When the income of a tenant occupying a Low HOME rent unit increases over 50 percent of the area median income, but does not exceed 80 percent of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted. The rent of the tenant whose income has gone above 50 percent of area median income must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation. To restore compliance, the BORROWER must rent the next available High HOME rent unit to a very low-income tenant. The unit is redesignated as a Low HOME rent unit. Once this unit has been redesignated as a Low HOME rent unit, the unit with the over-income tenant may be redesignated as a High HOME unit, and the tenant's rent may be increased up to the High HOME rent limit for the unit. This process should not increase the number of assisted units. When a tenant's income increases above 80 percent of the area median income, the tenant's rent must be adjusted so that the over-income tenant pays 30 percent of its adjusted income for rent and utilities; rent is capped at market rent for comparable, unassisted units in the neighborhood in projects with floating HOME units. If the loan is being made available for units that have been allocated a low-income housing tax credit by IHDA pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements will defer to the requirements of the low-income housing tax credit. This rule only applies to over-income tenants in existing assisted units. BORROWER may not defer to LIHTC rents in HOME units when initially developing assisted units. When tenants receive additional subsidy through rental assistance programs such as Section 8, HOME requirements shall be followed, which allow the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30% of adjusted income, the subsidy is project-based (not tenant-based), and the tenant's income is less than 50% of the area median income.

- f.) Leasing: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT will be for not less than one (1) year in duration and will comply with and not contain any lease provisions prohibited by 24 CFR 92.253, as amended. BORROWER may not terminate the tenancy or refuse to renew the lease of a tenant in a CITY HOME ASSISTED UNIT except in the circumstances identified in 24 CFR 92.253(c). BORROWER must adopt written tenant selection policies and criteria for the PROJECT that meet the requirements listed at 24 CFR 92.253(d).
- g.) Certification of Tenants' Income: The BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein, or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty percent (80%) of area median income, as defined annually by HUD, that the BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units. BORROWER shall calculate tenant or potential tenant income using the Part V (Section 8) Method, while calculating income from assets as required by the HOME PROGRAM. Recertification of tenant income shall be done in accordance with the more stringent of either the HOME PROGRAM or LIHTC Program requirements.
- h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, disability, familial status or national origin.
- i.) Matching Funds: Matching funds in at least the amount of \$250,000 must be provided by the BORROWER.

Other Program Requirements

The BORROWER shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, and any related rules and regulations; all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, the HUD regulations issued hereunder; 24 CFR, Subtitle A, Part 1, as amended, and the HUD requirements pursuant to these regulations; and Executive Order 11063.

In accordance with all rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the BORROWER shall not discriminate against any person on the basis of his or her disabilities.

The BORROWER shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975, (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, as amended.

The BORROWER shall cooperate with the LENDER and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations, as amended.

The BORROWER shall comply with the affirmative marketing requirements as enumerated in the Affordable Marketing Plan in Exhibit D.

The BORROWER shall comply with the requirements of 24 CFR Part 92 Subpart F, as amended, as applicable to this project.

Property Standards

During the Affordability Period, the BORROWER shall maintain all CITY HOME ASSISTED UNITS in accordance with the minimum property standards as established by the LENDER. The BORROWER shall meet all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of PROJECT completion. All CITY HOME ASSISTED UNITS must meet the accessibility requirements of 24 CFR Part 8, as amended, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). Covered multifamily dwellings, as defined in 24 CFR 100.201, must also meet the design and construction requirements of 24 CFR 100.205, as amended, which implements the Fair Housing Act (42 U.S.C. 3601-3619). All CITY HOME ASSISTED UNITS must meet the property standards in 24 CFR 92.251 and the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, M and R, as amended. The CITY HOME ASSISTED UNITS must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

The BORROWER shall allow periodic inspections of the CITY HOME ASSISTED UNITS during normal business hours and upon reasonable notice to ensure that the property condition remains in accordance with the applicable standards listed in this agreement for the duration of the Affordability Period.

Federal Program Requirements

- a.) Affirmative Marketing of Rental or Vacant Units: The BORROWER shall affirmatively market any CITY HOME ASSISTED UNIT available for rent or purchase in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability. The BORROWER agrees, in soliciting tenants, to do the following:
- 1) Use the Equal Housing Opportunity logo in all advertising;
 - 2) Display a Fair Housing poster in the rental and sales office;
 - 3) Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
 - 4) Maintain files of the PROJECT'S affirmative marketing activities for five (5) years and provide access thereto to the LENDER's staff;
 - 5) Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or to

- maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;
- 6) Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
 - 7) Exercise affirmative marketing of the units when vacated; and
 - 8) Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached as Exhibit D.
- b.) Non-discrimination and Equal Opportunity: In carrying out this agreement, the BORROWER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, disability or national origin. The BORROWER shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, familial status, disability or national origin. Such action includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The BORROWER shall consider all qualified candidates for employment without regard to race, color, religion, sex, age, familial status, disability or national origin. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the HOME regulations (24 C.F.R. §§ 92.350 and 351) and all other provisions of Federal, State and local law relative to non-discrimination, as amended.
- c.) Displacement, Relocation and Acquisition: If applicable, the BORROWER shall cooperate with and assist the LENDER in the provision of relocation assistance for temporarily relocated and/or permanently displaced persons residing in the PROJECT at the levels in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.4601 *et seq.*), as amended, and 49 CFR Part 24, as amended.
- d.) Labor Requirements: The BORROWER and its contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a – 276a-5), as amended, with regard to all its requirements including wage rates paid pursuant to or as a result of this agreement. The BORROWER shall ensure that all construction contracts and sub-contracts executed as a result of this agreement include the applicable Davis-Bacon Wage Determination and all other documentation required by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.*), as

amended. The BORROWER shall complete necessary documentation as required by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject, as applicable, to the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.*), as amended.

The BORROWER shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 *et seq.*), as amended, and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, as amended. The BORROWER shall maintain documentation that demonstrates compliance with hour and wage requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

The BORROWER shall comply with the Fair Labor Standards Act of 1938, as amended (29 USC 201, *et. seq.*) The BORROWER shall maintain documentation that demonstrates compliance with the requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

e.) Debarment & Suspension:

The BORROWER certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. The BORROWER shall establish procedures to ensure that it does not make any award to grantees and subgrantees (including contractors) at any tier in violation of the nonprocurement debarment and suspension common rule implementing Executive Order 12549. The BORROWER shall verify and document that none of its grantees, subgrantees or contractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs (“List”). The BORROWER may request assistance from the LENDER to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

f.) Conflict of Interest: The BORROWER guarantees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this agreement or to any benefit to arise from the same. The BORROWER agrees that no members of the governing body of the locality in which the BORROWER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the agreement during his/her tenure, or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this agreement. Unless expressly permitted by HUD, the BORROWER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the BORROWER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Program funds, or who is in a position to participate in a decision-making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the

proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the LENDER, no BORROWER, or officer, employee, agent or consultant of the BORROWER, may occupy a CITY HOME ASSISTED UNIT. The BORROWER shall comply with the conflict of interest provisions prescribed in 24 CFR 92.356(f).

- g) Compliance with Section 3. The BORROWER shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701*et seq.*), as amended. Section 3 applies to all contracts and subcontracts in excess of \$100,000 or where LENDER assistance exceeds \$200,000. Additionally, if no contracts or subcontracts exceed \$100,000, then Section 3 will only apply to the BORROWER. The following forms are required to be completed and submitted to the LENDER;

_____ Section 3 Policy
 _____ Section 3 Certification forms for businesses and residents
 _____ Completed Section 3 Opportunities Plan
 _____ Completed HUD 60002 Form

The LENDER shall provide the foregoing Certification forms to the BORROWER. The BORROWER is responsible for distributing and collecting the Section 3 forms from each contractor and subcontractor associated with the PROJECT.

- h.) Air and Water: The BORROWER shall comply with the following requirements insofar as they apply to the performance of this agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*, as amended; Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, including Section 308 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- i.) Uniform Administration Requirements: The BORROWER agrees that it is subject to, and will comply with, the uniform administrative requirements governing Federal funds including those requirements that apply to governmental entities. Specifically, this includes the requirements of OMB Circular No. A-87 and the following provisions of 24 CFR Part 85: sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. For nonprofit organizations, this includes the requirements of OMB Circular No. A-122 and the following provisions of 24 CFR Part 84: sections 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

The BORROWER agrees that it is subject to, and will comply with, federal OMB 2 CFR Chapter I, Chapter II, Part 200, *et al.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" Omni Circular.

- j.) Eligible and Ineligible Fees: The BORROWER will not charge laundry room access, inspection, servicing, or other fees. Only the following are permitted fees: a reasonable annual fee for ongoing rental project compliance monitoring, fees for

rental housing tenants that are reasonable and customary to the area, and fees for services that are voluntary and as long as the fees are only charged for services provided.

Payment Generally

As consideration for the performance of the undertaking and completion of construction of the PROJECT, the LENDER shall pay the BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$1,043,000**. Payment for the PROJECT will be made in accordance with the budget detailed in Exhibit C and will be limited to the Scope of Work/Project Description contained in Exhibit B.

The BORROWER shall submit a request for disbursement to the LENDER for HOME Program funds under this agreement when funds are needed for payment of eligible HOME Program costs. The amount of each disbursement request will be limited to the amount expended.

Progress and Final Payments

The BORROWER may request from the LENDER progress payments as soon as portions of the work described in Exhibit B have been completed. The LENDER or its designee shall authorize said payments and said payments will not be made until the LENDER or its designee approves the payment. If all conditions are met, and the work performed and materials supplied in a manner satisfactory to the LENDER, the BORROWER will receive final payment.

Recordkeeping

The BORROWER shall maintain such records and accounts, including program records, PROJECT records; financial records; program administration records; equal opportunity and fair housing records; MBE/WBE records; records demonstrating compliance with the income eligibility determination requirements of 24 CFR 92.203; recordkeeping requirements of 24 CFR 92.508; any records demonstrating compliance with the requirements of 24 CFR 92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of 24 CFR 92.354; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; debarment and suspension certifications required by 24 CFR Parts 24 and 92; and any other records, as are deemed necessary by the LENDER to assure a proper accounting and monitoring of all HOME Program funds. The BORROWER shall retain all records and supporting documentation applicable to this agreement for five (5) years after the Affordability Period has terminated.

On an annual basis, the BORROWER shall provide a report to the LENDER describing the occupancy status and current rents for each CITY HOME ASSISTED UNIT, as well as financial statements for the entire rental project, in the manner specified by the LENDER.

General Provisions

This agreement, together with its attachments, constitutes the entire agreement between the LENDER and the BORROWER concerning the subject matter and supersedes all prior agreements

or understandings pertaining to the matter of this agreement. All attachments to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

The parties are permitted to sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

Each party represents to the other that the person or persons signing this agreement on behalf of the party has or have been authorized and empowered to enter into this agreement by and on behalf of such party and to bind that party to all terms, performances, and provisions herein set forth.

As stated in the PROJECT environmental review record, which is stored on file for public review at the LENDER’s principal office, the following mitigation measures must be satisfied prior to payment of HOME Program funds:

| Law, Authority, or Factor | Mitigation Measure |
|---|---|
| Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B | Site design must include elements in the project that will reduce the interior noise level to 45 DNL and/or exterior noise level to 65 DNL as determined through the Sound Transmission Classification Assessment Tool (STraCAT) and/or the Barrier Performance Module (BPM), as applicable. |
| Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a] | Follow the steps outlined in the Procedure to Remove Floodplain Designations by Berns, Clancy and Associates. The developer must not construct insurable property in Special Flood Hazard Areas prior to receipt of confirmation from the Federal Emergency Management Agency (FEMA) of a LOMA/LOMC confirming that areas of proposed construction are no longer considered Special Flood Hazard Areas. Any structures built in Special Flood Hazard Areas are required to obtain flood insurance in the amount equal to the outstanding principal balance of the HOME-funded loan or the maximum limit of coverage made available under the National Flood Insurance Program, whichever is less. |
| Executive Order 12898 | A properly noticed public hearing, as stated through the State of Illinois Open Meetings Act (5 ILCS 120), must be held prior the start of construction activities to obtain comments on the nature of the noise attenuation |

| | |
|--|--|
| | strategies and the existing Procedure to Remove Floodplain Designations. |
|--|--|

Enforcement

A default will consist of any use of HOME Program funds for a purpose other than as authorized by this agreement, noncompliance with the HOME Investment Partnerships Act (42 U.S.C. 12701 *et seq.*), as amended, any material breach of the agreement, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by the LENDER and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the BORROWER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the LENDER may take one or more of the following actions:

- (a) Direct the BORROWER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the BORROWER to reimburse the LENDER's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, *et seq.* as amended;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Take other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the agreement and any other available remedies.

For purposes of this agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by the BORROWER of the LENDER's written notice of default. No delay or omission by LENDER and/or HUD in exercising any right or remedy available to it under the agreement will impair any such right or remedy or constitute a waiver or acquiescence in any BORROWER default.

Unless the BORROWER's default is waived, the LENDER may, upon twenty-four (24) hour written notice, terminate this agreement for said default. Waiver by the LENDER of the BORROWER's default under this agreement will not be deemed a waiver of any other default nor will it be termination notice.

NOTICES

All notices required under this agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. Either party may designate by written notice a different address to which notices must be sent.

BORROWER:

Name: James Roberts
 Title: Manager
 Organization: Bristol Place Seniors, LP.
 Address: c/o AHDVS, LLC
 15255 S. 94th Avenue, Suite 500
 Orland Park, IL

CITY OF URBANA as a Member of the URBANA CONSORTIUM:

Name: Breaden Belcher
 Title: Grants Division Manager
 Organization: City of Urbana
 Address: 400 S. Vine Street
 Urbana, IL 61801

In Witness Whereof, the parties hereto have executed this agreement as of the date aforementioned.

[Signature page follows]

City of Urbana,
a municipal corporation of the State of Illinois

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

BRISTOL PLACE SENIORS, LP
an Illinois limited partnership

By: Bristol Place Seniors, LP
an Illinois limited liability company
its General Partner

By: AHDVS/CARLSON, LLC
an Illinois limited liability company
its Managing Member

Name: James Roberts
Title: Manager

Date: _____

Exhibit A
Legal Description

A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 243.79 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 40 SECONDS WEST ALONG A SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 64 OF BRISTOL PLACE SUBDIVISION AS RECORDED IN PLAT BOOK "B" PAGE 228 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 28.36 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF TRACT 3 AS DESCRIBED IN DOCUMENT 2009R08218 AS RECORDED IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE SOUTH 89 DEGREES 41 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 142.14 FEET TO A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 359.94 FEET; THENCE NORTHERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 326.00 FEET, A CHORD LENGTH OF 88.93 FEET, A CHORD BEARING NORTH 08 DEGREES 22 MINUTES 28 SECONDS WEST FOR AN ARC LENGTH OF 89.21 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 653.11 FEET, A CHORD LENGTH OF 217.21 FEET, A CHORD BEARING NORTH 25 DEGREES 47 MINUTES 11 SECONDS WEST FOR AN ARC LENGTH OF 218.22 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 79.00 FEET, A CHORD LENGTH OF 58.96 FEET, A CHORD BEARING NORTH 57 DEGREES 16 MINUTES 06 SECONDS WEST FOR AN ARC LENGTH OF 60.42 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 66.00 FEET, A CHORD LENGTH OF 76.48 FEET, A CHORD BEARING NORTH 43 DEGREES 46 MINUTES 09 SECONDS WEST FOR AN ARC LENGTH OF 81.58 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 79.00 FEET, A CHORD LENGTH OF 58.96 FEET, A CHORD BEARING NORTH 30 DEGREES 16 MINUTES 11 SECONDS WEST FOR AN ARC LENGTH OF 60.42 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 653.08 FEET, A CHORD LENGTH OF 62.27 FEET, A CHORD BEARING NORTH 54 DEGREES 54 MINUTES 44 SECONDS WEST FOR AN ARC LENGTH OF 62.29 FEET; THENCE WESTERLY ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 167.01 FEET, A CHORD LENGTH OF 72.13 FEET, A CHORD BEARING NORTH 70 DEGREES 06 MINUTES 57 SECONDS WEST FOR AN ARC LENGTH OF 72.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MARKET STREET;

THENCE NORTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKET STREET BEING PARALLEL AND 33.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE WEST LINE OF FRED G. CARROLL'S FIRST SUBDIVISION AS RECORDED IN PLAT BOOK "E" PAGE 183 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER AND THE WEST LINE OF TRACT "A", TRACT "B" AND TRACT "C" AS RECORDED IN BOOK 536 PAGES 312 TO 314 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 455.08 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 89 DEGREES 40 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE NORTH LINE OF SAID TRACT "A" AND ALSO BEING THE NORTH LINE OF ROPER STREET ADDITION AS RECORDED IN PLAT BOOK "H" PAGE 110 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, A DISTANCE OF 725.29 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE NORTHEAST CORNER OF LOT 8 OF SAID ROPER STREET ADDITION; THENCE SOUTH 00 DEGREES 27 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF LOT 8 OF SAID ROPER STREET ADDITION, A DISTANCE OF 184.18 FEET TO AN 5/8 INCH DIAMETER IRON PIPE SURVEY MONUMENT FOUND AT THE SOUTHEAST CORNER OF LOT 8 OF SAID ROPER STREET ADDITION; THENCE NORTH 89 DEGREES 35 MINUTES 08 SECONDS EAST, A DISTANCE OF 286.62 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 17 DEGREES 39 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD, A DISTANCE OF 1,173.21 FEET TO A CHISELED "X" SURVEY MONUMENT SET ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 183.75 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 88 DEGREES 59 MINUTES 23 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 48.97 FEET TO A CHISELED "X" SURVEY MONUMENT SET; THENCE NORTH 88 DEGREES 40 MINUTES 05 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 56.34 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 41 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY AVENUE, A DISTANCE OF 1.69 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 18.63 ACRES, MORE OR LESS, SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

Exhibit B
Scope of Services/Project Description

Bristol Place Seniors is a 60 rental unit new construction complex to be located in the City of Champaign, Illinois. The site is located approximately 0.77 miles north of downtown Champaign. The Champaign-Urbana area is approximately 130 miles south of Chicago, 175 miles northeast of St. Louis, Missouri, and 110 miles northwest of Indianapolis, Indiana.

The new development will include one- and two-bedroom units as well as a variety of community amenities. Project amenities will include an on-site community center. The building will be built slab-on-grade utilizing a prefabricated framing system incorporating environmental and engineering standards intended to achieve "Green Certification". The exterior of the building will feature brick and vinyl accents. All apartments will feature energy star rated appliances including stainless steel refrigerators, ranges and in-unit washers and dryers, solid core interior doors, mini-blinds, soft closed cabinet drawers, granite counter tops and handicap accessible bathrooms. All units will be provided with broadband internet infrastructure. All points of entrance into the building will feature secure keyless entry with keypad control in each apartment. The project will also build detached garages and offer a single car stall to each resident. Finally there will be on-site management offices, media center, fitness center and club room.

Completion of construction is projected to begin in September, 2024, and end January 30, 2026. The rents paid by all tenants of applicable units will be affordable according to the guidelines of the Low-Income Housing Tax Credits, HOME Program, and the project-based vouchers used by the Housing Authority of Champaign County.

The project will be 100% leased within six (6) months of the completion of Bristol Place's construction.

Exhibit C
Budget & Schedule

HOME FUNDING AMOUNT: **\$ 1,043,000**

Project Funds are to be expended on the following activities:

New Construction of Affordable Rental Housing

HOME funds will be used to subsidize the construction of affordable rental housing. Reimbursement for the following types of expenses related to hard costs may be provided by the LENDER:

- Site preparations or improvements
- Construction materials and labor

Reimbursement for the following types of expenses related to soft costs may be provided by the LENDER:

- Financing fees
- Credit reports
- Title binders and insurance
- Surety fees
- Recordation fees, transaction taxes
- Legal and accounting fees, including cost certification
- Appraisals
- Architectural/engineering fees, including specifications and job progress inspections
- Environmental reviews
- Builders’ or developers’ fees
- Affirmative marketing, initial leasing and marketing costs

| | |
|----------------------------------|--|
| Project Completion Schedule | |
| Construction commencement | September 30, 2024 |
| Construction completion | January 30, 2026 |
| Lease-up phase | No more than six (6) months after construction completion |
| Affordability period termination | Twenty (20) years after completion in HUD’s Integrated Disbursement and Information System |

Attachment D
Land Use Restriction Agreement

This instrument was prepared by:

City of Urbana, Grants Management Division
 400 S. Vine Street
 Urbana, IL 61801

After recording, return to:

City of Urbana, Division 400 S. Vine Street
 Urbana, IL 61801

Attn: Breaden Belcher, Manager

REGULATORY AND LAND USE RESTRICTION AGREEMENT

This Regulatory and Land Use Restriction Agreement (“Regulatory Agreement”) is made between **Bristol Place Seniors, LP**, an Illinois limited partnership (“Borrower”), 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.

Background

The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. 12701, *et seq.*, which created the HOME Investment Partnerships Act (the “HOME Act”) to provide funds to state and local governments for affordable housing assistance that is most appropriate for local needs. The HOME Investment Partnerships Program (“HOME Program”), 24 CFR Part 92, implements the Act. The City is a Participating Jurisdiction under the Act and receives HOME Program funds.

The City has agreed to make a loan to the Borrower in the original, principal amount of \$1,043,000 (“Loan”), to be used for the eligible costs associated with the construction of an affordable housing development with 60 total units on the Borrower’s real property (the “Real Estate”) legally described in Exhibit A.

The Borrower has executed and delivered to City its promissory note (“Note”) as evidence of its indebtedness to City in the principal amount of the Loan or so much thereof as may hereafter be advanced upon the Loan to the Borrower by the City, payable at the time and in the manner as specified in the Note.

The Loan is evidenced, secured and governed by, among other things: (a) the Note; (b) the Mortgage of even date herewith executed by Borrower and recorded on in the Champaign County Recorder’s Office (“Mortgage”); (c) the Rental Housing Agreement entered into by the Borrower and the City dated as of even date herewith (“Project Agreement”), such agreement being on file at the offices of the City; and (d) this Regulatory Agreement. The Regulatory Agreement, the

Project Agreement, the Note, the Mortgage, and all other documents executed by Borrower which evidence, govern or secure the Loan are each referred to as a “Loan Document” and collectively referred to as the “Loan Documents.”

As an inducement to City to make the Loan, the Borrower has agreed to enter into this Regulatory Agreement in accordance with the terms, conditions, and covenants set forth below, consents to be regulated and restricted by City as herein provided, and has agreed to certain rental restrictions as provided for in the HOME Act and the regulations promulgated thereunder and codified at 24 CFR Part 92 as the same may be amended and supplemented from time to time, and as applicable (the “Regulations”).

Therefore, the parties agree as follows.

1. Regulatory Compliance. The Borrower’s acts regarding the Real Estate and the improvements now or hereinafter located thereon (together referred to as the “Project”) at all times shall be in conformance with the HOME Act and the Regulations and any additional rules, regulations, policies and procedures of the City promulgated under the HOME Act, all as the same may be amended and supplemented from time to time. The Borrower shall obtain all federal, state, and local governmental approvals required by law for the Project (as defined in the Project Agreement). The Borrower shall cause the Project to comply with all local codes, ordinances, zoning ordinances, and the United States Department of Housing and Urban Development’s (“HUD”) Section 8 Housing Quality Standards, as set forth in 24 CFR Part 982.

2. Occupancy and Rental Restrictions. The Borrower further represents, warrants, covenants, and agrees that:

- A. The Project, which is located in the Bristol Park neighborhood of Champaign, Illinois, will consist of one four story elevator building comprising a total of 60 1-bedroom and 2-bedroom units. Six of the 60 units will be designated as affordable rental dwelling units (“City HOME Units”) that will be assisted with HOME funds. Said City HOME Units will be initially rented to households at 60% or less of median family income, in accordance with the requirements of the HOME Program, including compliance with the current maximum allowable rents for projects funded by the HOME Program. Thereafter, The maximum income for households residing in the City HOME Assisted Units cannot exceed eighty percent (80%) of the area median income, adjusted by family size, as defined annually by HUD.
- B. In the advertising, marketing, rental of the City HOME Units, and the selection of tenants for the Project, the Borrower shall abide by the terms and conditions of the Tenant Selection Plan executed by the Borrower and approved by the City, the Affirmative Fair Housing Marketing Plan executed by the Borrower and approved by the City, the Project Agreement (as such documents may be amended from time to time with the prior written consent of the City), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of the City.
- C. The Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race,

color, creed, religion, sex, unfavorable military discharge, ancestry, disability, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the Regulations (24 C.F.R. §§ 92.350 and 351, as amended) and all other provisions of federal, state and local law relative to non-discrimination.

- D. In the management, maintenance, and operation of the Project, the Borrower shall abide by the terms and conditions of the Project Agreement, as such document may be amended from time to time with the prior written approval of City. The Borrower shall be responsible for ensuring any management agent's compliance with the HOME Act, the Regulations, and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the City.
- E. On forms approved by the City, the Borrower shall obtain from each prospective tenant, prior to his or her admission to the Project, a determination of income in accordance with Section 92.203(a) of the Regulations ("Determination"), and at such intervals thereafter as required by the City conduct a reexamination of income in accordance with Section 92.252(h) of the Regulations (the "Reexamination") from all such tenants. The Borrower shall submit the initial Determination and results of each subsequent Reexamination to the City in the manner prescribed by the City.
- F. In the manner prescribed by City, the Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Reexamination and shall retain such evidence in its files at the Project or at the offices of the Borrower for three years after the year to which such evidence pertains.
- G. Rent for the City HOME Units shall not be greater than the rent allowed under the terms of the Project Agreement. Any increases in rents for the City HOME Units in accordance with the Project Agreement are subject to the provisions of outstanding leases, and, in any event, the Borrower shall provide tenants of City HOME Units no fewer than 30 days' prior written notice before implementing any increase in rents.
- H. City HOME Units will be deemed to comply with this paragraph 2, despite a temporary noncompliance with this paragraph, if (i) the noncompliance is caused by increases in the incomes of tenants already occupying such City HOME Units; and (ii) actions satisfactory to City are being taken to ensure that all vacancies are filled in accordance with this paragraph 2 until the noncompliance is corrected. Subject to the limitations set forth in Section 92.252(i)(2) of the Regulations with respect to low- income housing tax credits, if applicable, tenants who no longer qualify as low-income tenants must pay for rent and utilities an amount not less than 30% of the family's adjusted monthly income, as recertified annually.
- I. The Borrower shall require all tenants occupying City HOME Units to execute a lease in a form approved by the City in accordance with Section 92.253 of the Regulations (24 CFR 92.253), as amended, and all applicable provisions of the Regulations.

- J. The Borrower shall cause all Loan proceeds to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206), as amended.
 - K. The Borrower shall submit to the City on an annual basis the rent schedule for the City HOME Units reflecting the actual rates being charged at the Project.
 - L. The Borrower shall not evict any tenant from a City HOME Unit in the Project without good cause.
 - M. Within 30 days after the end of each calendar year, the Borrower shall certify to the City that, at the time of such certification and during the preceding calendar year, the Borrower was in compliance with the requirements of this paragraph 2, or, if the Borrower is not or has not been in compliance with such requirements, the Borrower shall give notice to City of its failure to comply and the corrective action the Borrower is taking or has taken.
 - N. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the Regulations (24 CFR 92.252(e)), the occupancy and rental restriction provisions of this paragraph 2 shall remain in effect for a period of 20 years from the date of project completion (the "Affordability Period"). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.
3. Acts Requiring City Approval. Except as permitted pursuant to the other Loan Documents, the Borrower shall not without the prior written approval of City, which may be given or withheld in City's sole discretion, do any of the following:
- A. convey, transfer, or encumber the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Project or any part thereof;
 - B. convey, assign, or transfer any right to manage or receive the rents and profits from the Project.
 - C. rent any City HOME Unit for less than one year, unless otherwise mutually agreed in writing by the Borrower and the tenant in accordance with the Regulations;
 - D. lease or sublease any non-residential facility in the Project or amend or modify any such lease or sublease, which, to the best of the Borrower's knowledge, would result in a conflict of interest between any of the parties to such contracts and the City, its officers, employees, agents or members of their respective immediate families; or require, as a condition of the occupancy or leasing of any City HOME Unit in the Project, any consideration or deposit other than the pre-payment of the first month's rent plus a

security deposit in an amount not to exceed one month's rent to guarantee the performance by the tenant of the covenants of such lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Project.

4. Program Requirements. The Borrower further covenants, represents and warrants to the City as follows:

- A. Flood Insurance. If required by the City, the Borrower shall procure flood insurance satisfactory to the City if the Project is located in a 100-year flood plain.
- B. Scope of Work. The only work to be done in connection with the Project will be that described in the Project Agreement.
- C. Insurance Proceeds. If the Borrower receives insurance proceeds for any damage or destruction to the Real Estate occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, in accordance with the provisions set forth in the Mortgage.
- D. Cooperation and Project Design. The Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. The Borrower shall design and construct the Project in conformity with (i) applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the City), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of the City provided to the Borrower in writing.
- E. Furnishing Records, Reports, and Information. At the request of the City, the Borrower shall furnish (i) such records and information as required by the City in connection with the maintenance, occupancy, and physical condition of the Real Estate; and (ii) such reports, projections, certifications, budgets, financial reports, operating reports, tax returns, and analyses as required pursuant to the Regulations and any other applicable statutes, rules, and regulations.
- F. Audit. The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to the Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of the Borrower by the City or its agents or representatives at any time during regular business hours as the City reasonably requires.

5. Violation of Agreement by Borrower.

- A. Upon violation of any of the provisions of this Regulatory Agreement by the Borrower, the City shall give written notice thereof to the Borrower in the manner provided in paragraph 14 hereof. If such violation is not corrected to the satisfaction of the City within 30 days after the date such notice is mailed, or within such further time as the City in its sole discretion permits (but if such default is of a nature that it cannot be cured within such 30 day period, then so long as the Borrower commences to cure within such 30 day period and diligently pursues such cure to completion within a reasonable period not to exceed 120 days from the date of such notice, such violation shall not be considered to be a default (“Default”), or if any Default or event of Default under any other Loan Document is not cured within any applicable grace, cure, or notice period set forth therein, then the City may declare a Default under this Regulatory Agreement, effective on the date of such declaration of Default and notice thereof to Borrower, and upon such Default the City may undertake any or all of the following:
- (1) declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.
 - (2) withhold further disbursement of the Loan.
 - (3) subject to the rights of Senior Lenders, as defined in the Mortgage, collect all rents and charges in connection with the operation of the Project and use such collections to pay the Borrower’s debts under the Loan Documents and such other debts of the Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.
 - (4) subject to the rights of Senior Lenders, as defined in the Mortgage, take possession of the Project, bring any action necessary to enforce any rights of the Borrower in connection with the operation of the Project and operate the Project in accordance with the terms of this Regulatory Agreement until such time as the City, in its sole discretion, determines that the Borrower is again in a position to operate the Project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.
 - (5) apply to any state or federal court for an injunction against any violation of this Regulatory Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Regulatory Agreement, or for such other relief as may be appropriate.
 - (6) subject to the rights of Senior Lenders, use and apply any monies deposited by the Borrower with the City regardless of the purpose for which the same were deposited, to cure any such Default or to repay any indebtedness under the Loan Documents which is due and owing to the City.
 - (7) exercise such other rights or remedies as may be available to the City hereunder,

under any other Loan Document, at law or in equity.

- B. Because the injury to the City arising from a Default under any of the terms of this Regulatory Agreement would be irreparable and the amount of damages would be difficult to ascertain, the Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, the City's remedies at law would be inadequate to assure the City's public purpose under the HOME Act.

6. Waiver. The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any breach of this Regulatory Agreement by the City shall be deemed to be a waiver of any other breach or a subsequent breach. If the City fails to exercise, or delays in exercising, any right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

7. Termination of Liabilities.

- A. In the event the City consents to a sale or other transfer of the Project, or in the event of a permitted sale or other transfer, if any, pursuant to the Loan Documents, all of the duties, obligations, undertakings and liabilities of the transferor under the terms of this Regulatory Agreement will thereafter cease and terminate as to such transferor; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the transferee of the Project ("New Borrower") shall assume in writing, on the same terms and conditions as apply hereunder to the transferor, all of the duties of such transferor arising under this Regulatory Agreement from and after such sale or transfer. Such assumption will be in form and substance acceptable to the City in its sole discretion.
- B. Any New Borrower shall be bound by the terms of this Regulatory Agreement to the same extent and on the same terms as the present Borrower is bound hereunder and shall execute an assumption of such duties in form and substance acceptable to City as a condition precedent to such transferee's admission as a New Borrower.

8. Term of Agreement; Covenants Run with the Land.

- A. The covenants, conditions, restrictions and agreements set forth in this Regulatory Agreement (collectively, the "Obligations") will be deemed to run with, bind, and burden the Real Estate and the Project and will be deemed to bind any New Borrower and any other future owners of the Real Estate or the Project and the holder of any legal, equitable or beneficial interest therein for the Affordability Period; provided, moreover, that if the date of the cancellation of the Note is prior to the expiration date of the Affordability Period, the Obligations shall remain in effect until the last day of the Affordability Period, irrespective of whether the proceeds of the Loan are repaid voluntarily by the Borrower or tendered by any party following an acceleration by the City of the Note or enforcement by the City of its remedies in connection with the Loan. The

Borrower shall, if so requested by the City, execute a written memorandum, prepared by the City, which memorandum shall memorialize said date of Project completion and the foregoing Affordability Period. Any waiver by the City of its right to prepare or record any such memorandum and any failure by the Borrower to execute and deliver the same will not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City or its designee will have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations, as amended, provided that any such acquisition will be subject to existing mortgages between the Borrower and Senior Lender.

- B. Notwithstanding that the Loan may be repaid prior to the expiration of the Affordability Period, the Borrower's undertaking to perform the Obligations for the full Affordability Period set forth in the previous paragraph is a condition precedent to the willingness of City to make the Loan.

9. Indemnification. The Borrower shall indemnify and defend the City, its officers, agents, employees, or agents against any and all liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, reasonable attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising from or in any way related to the Borrower's performance or failure to perform the provisions of this Regulatory Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the City, or its respective officers, agents, employees or servants, except to the extent caused by the gross negligence or willful misconduct of the City, or its officers, employees, or agents.

10. Amendment. This Regulatory Agreement shall not be altered or amended except in a writing signed by the parties hereto.

11. Conflicts and Partial Invalidity. Borrower warrants that it has not executed, and shall not execute, any other agreement with provisions contradictory, or in opposition to, the provisions hereof and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and duties set forth in such other agreement and supersede any other requirements in conflict therewith; provided, however, that to the extent this Regulatory Agreement conflicts with any provision or requirement set forth in the Loan Documents, as the case may be, the more restrictive provision and requirement shall prevail and control. If any term, covenant, condition or provision of this Regulatory Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Regulatory Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law. The provisions of this paragraph 11 shall not be deemed to be violated by, or violate, the Senior Loan Documents, as defined in the Mortgage.

12. Successors. Subject to the provision of paragraph 7 hereof, this Regulatory Agreement will bind, and the benefits will inure to, the respective parties hereto, their legal representatives,

executors, administrators, successors in office or interest and assigns; provided, however, that the Borrower shall not assign this Regulatory Agreement or any of its Obligations hereunder, without the prior written approval of the City.

13. Capitalized terms, Plurals, Gender and Captions. Capitalized terms used in this Regulatory Agreement and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the Regulations. The use of the plural herein shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders. The captions used in this Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

14. Notices. Except where the terms of this agreement expressly provide otherwise, 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.

Bristol Place Seniors, LP:

Bristol Place Residences, LP
Attn: James Roberts
15255 S. 94th Avenue, Suite 500
Orland Park, IL 60462-3895
urbanfinance.james@comcast.net

City of Urbana:

Breaden Belcher
Grants Division Manager
City of Urbana
400 S. Vine Street
Urbana, IL 61801
bjbelcher@urbanaininois.us

15. Survival of Obligations. The Borrower's Obligations, as set forth in this Regulatory Agreement, shall survive the disbursement of the Loan, and the Borrower shall continue to cooperate with the City and furnish any documents, exhibits, or records reasonably requested pursuant to paragraph 4(F) of this Regulatory Agreement.

16. Construction. This Regulatory Agreement will be construed and interpreted in accordance with the laws of the State of Illinois.
17. Counterparts. The parties may sign this Regulatory Agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.
18. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of the Borrower and neither the Borrower nor any general or limited partner of the Borrower or their respective successors or assigns, nor any related or unrelated party, shall have any personal liability for repayment of said indebtedness or any other amounts evidence or secured by the Loan Documents, the sole recourse of the City or any subsequent holder of the Note being the exercise of its rights against the Project and any other collateral under the Loan Documents, including without limitation (a) the Project and the rents issues, profits and income therefrom, (b) any funds or property held pursuant to any of the Loan Documents, and (c) insurance proceeds and condemnation awards paid or payable relative to the Project.
19. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with any of the Loan Documents and agree that any such action or proceeding will be tried before a court and not before a jury.
20. Subordination. This Regulatory Agreement is and shall be subject and subordinate in all respects to the Senior Loans and the Senior Loan Documents, both as defined in the Mortgage.

[Signature pages follow]

The parties are signing this agreement on the dates indicated beside their signatures. BRISTOL PLACE SENIORS, LP,

By: _____
James Roberts
Manager
Dated _____

CITY OF URBANA, ILLINOIS

By: _____
Breaden Belcher
Grants Division Manager
Dated _____

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that James Roberts, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in his capacity as the duly authorized Manager of AHDVS-Bristol Place, LLC, the said AHDVS-Bristol Place, LLC being the Manager of Bristol Place, LLC, as his free and voluntary act, and the free and voluntary act of AHDVS- Bristol Place, LLC and Bristol Place, LLC for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____ 2024.

Notary Public



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: August 19, 2024 Committee of the Whole Meeting
Subject: Employee Agreement Templates for Appointed Employees

Summary

Action Requested

The City Council is being asked to approved standardized employment agreement templates for the City Administrator and Department Heads, and other appointed employees.

Brief Background

The proposed agreements articulate and memorialize the proposed terms and conditions of employment for the City's appointees as well as articulate the obligations and expectations between the City and its appointees. If approved, the templates will be utilized by City Administration and Human Resources when negotiating and entering into employment agreements with the City's appointees.

Relationship to City Services and Priorities

Impact on Core Services

The City's ability to recruit and retain highly qualified staff for these executive-level positions is critical to the organization's ability to serve the community. Without consistent, effective leadership, the City's work may suffer. Turnover, particularly in the City Administrator or department head positions, can be very disruptive.

Strategic Goals & Plans [N/A]

Previous Council Actions

In 2021, Council approved changes to the City Code that reduced the number of appointed positions. ([2021-08-038](#))

Discussion

Additional Background Information

The appointment process has, at times, been a barrier to recruiting or retaining highly qualified individuals to serve in the organization. The fact that the Mayor, who is the City's Chief Executive Officer, may change as often as every four years, creates a situation where appointed employees may

be concerned about job security. (Some current employees have already expressed such concerns to us.) Given the nature of their positions, appointed employees do not have an entitlement to an appeals process of adverse employment decisions, such as those provided to other employees by the Civil Service system or Collective Bargaining Agreements. Staff believes the proposed standard agreements would provide increased stability and predictability among leadership in the organization, a general consistency amongst the appointees in the terms and conditions of employment, and additional stability for appointed employees in terms of providing some mechanism that provides for a period of transition for appointees in the event the City elects not to continue their appointments for reasons other than malfeasance by the appointee. Accordingly, staff believes that implementation of these agreements will improve staff's ability to retain and recruit qualified employees in appointed positions.

There are two templates before the Council for its consideration. Items memorialized within both of the contract templates include the term of employment, recognizing that Urbana appointees are subject to annual or bi-annual reappointment votes. Additionally, given those employees appointed by the Mayor and Council do not enjoy any of the employment protections of the City's employees who are members of unions and/or Civil Service, these agreements define scenarios and processes by which the City and appointees might sever the employment relationship. Some of the other terms discussed in the agreements include duties and responsibilities of the employee and compensation. Where there may be some variation between different appointee agreements based upon variation in job responsibilities or appointee specific circumstances, these agreement endeavor to set reasonable parameters in which the City and appointee can settle. For instance, not all appointees will be compensated at the same rate. As such, please note that in Section 3, there is standard language but specific terms will be written into the contract on a case specific basis. Other sections may be applicable to certain appointees and not others. For example, it is standard that the Chiefs of the Fire and Police Departments be issued take home vehicles with which to respond to after hours emergencies. Other department heads may not be issued City vehicles. Additionally, the template for the Department Head/City Administrator agreements contains a provision related to a residency incentive. Both agreement templates have provisions related to indemnification as provided to the City's elected officials and employees under the City Code, as well as standard contract clauses such as breach, governing law, venue, etc. A summary of significant terms of each of the agreements is attached.

Although any appointed employee, other than an employee in a limited term position, would potentially be eligible to have an agreement, the Mayor would have authority to execute standard employment agreements at their discretion. Any employment agreement not conforming to the essential parameters of the standard agreement would require approval by the City Council.

Fiscal and Budget Impact

This action would have no fiscal impact, since it is not expected to affect the amount of compensation offered to appointed employees.

Recommendation

Staff recommends that the Committee of the Whole advance the Resolution and agreement templates to the August 26 City Council meeting with a recommendation for approval.

Next Steps

If approved, City Administration and Human Resources will utilize these templates when entering into employment agreements with its appointed officials.

Attachments

1. A Resolution Approving Standardized Employment Agreement Templates for City Appointees
2. Summary of Proposed Terms

Originated by: Michelle Brooks, Labor and Employee Relations Manager

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

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION APPROVING STANDARDIZED EMPLOYMENT AGREEMENT
TEMPLATES FOR CITY APPOINTEES**

WHEREAS, the terms and conditions of employment for the City’s appointed employees are not governed by a collective bargaining agreement nor the Civil Service Rules; and

WHEREAS, it is in the best interests of both the City and its appointed employees that the terms and conditions of employment be memorialized; and

WHEREAS, the City endeavors to ensure uniformity and consistency across the employment agreements for its appointees;

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

Section 1. Council approves as to form the attached template for employment agreements between the City and its Department Heads and City Administrator, and the attached templates between the City and its other appointed employees.

Section 2. Council authorizes the Mayor as designee to negotiate specific terms of, enter into, and execute such contracts with City appointees on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

**Summary of Proposed Terms
Standard Employment Agreements for Appointed Employees**

Item F3.

| | City Administrator & Department Heads | Other Appointed Employees |
|--|---|--|
| Term | Automatic renewal upon reappointment by Mayor and Council. | |
| Salary Increases | Cost of living increases commensurate with other non-union employees, including opportunity to receive additional increases based on performance. | |
| Health Insurance, Dental, Vision, Flex Spending | Consistent with other City employees. | |
| Sick Leave | 96 hours advanced on first day; after 1 year, 8 hours accrued monthly. | |
| Vacation Days | Start of year 1 – 20 days, Start of year 3 – 25 days. 40 hours may be carried over. | Start of year 1 – 20 days, Start of Year 4 – 25 days. 40 hours may be carried over. |
| Holidays | 12 paid holidays, including one floating holiday, consistent with other non-union employees. | |
| Take-home Vehicle or Stipend for Personal Vehicle for City Business | Specific positions only – for take-home vehicles, when permitted, allowed within Champaign County only. Stipend or reimbursement for personal vehicle used for City business. | |
| Residency, Moving Expenses, Temporary Housing | Residency incentive \$10K to locate within City of Urbana corporate limits, or for employees who live in Urbana City limits at time of hire. Reasonable relocation expenses for moving into Champaign County. | N/A |
| Severance Pay and Benefits | Eight (8) weeks initially, plus an additional four (4) weeks at end of year one, then two (2) weeks for each additional year of service as an appointee, to a maximum of 20 weeks; continuation of health insurance for same period. | Eight (8) weeks initially, plus an additional two (2) weeks at end of year one, then one (1) week for each additional year of service as an appointee, to a maximum of 20 weeks; continuation of health insurance for same period. |
| Severance Pay Applies When | Employee is separated before end of appointment period, not recommended for reappointment, or appointment is not confirmed by City Council, employee resigns at request of City; unless termination is a result of unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. | |
| Indemnification | City defends and holds employee harmless against claims related to performance of employee’s job. City retains right to compromise or settle claims. City has no obligation if the claim arises from employee’s grossly negligent, willful, wanton, or intentional misconduct. | |
| Pension | Police, Fire, or IMRF pension, based on position and applicable State law. | |
| Notice Incentive | Incentive to provide notice of more than 30 days. | No incentive. |



EMPLOYMENT AGREEMENT (APPOINTED EMPLOYEES)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, 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, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2042, 24-3).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

SECTION 1. TERM AND SCOPE OF AGREEMENT.

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

SECTION 3. COMPENSATION.

A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

B. Non-Salary Compensatory Benefits. Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

1. Vacation Days: Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's fourth year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

2. Sick Leave: Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

3. Holidays: Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

4. Pension: Should they elect, and consistent with all applicable State, Federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

C. Adjustments. This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole including, but not necessarily limited to, cost of living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

SECTION 5. WORK ENVIRONMENT.

The City shall provide workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

SECTION 6. AUTOMOBILE. [optional if applicable]

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize

their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

A. Outside Employment. The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

B. Normal Working Hours. Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

SECTION 8. INDEMNIFICATION.

Consistent with, and subject to the limitations of, Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as [*POSITION*]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the City Administrator or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [*TIME-FRAME*] of commencement of employment, Employee must obtain (and thereafter maintain) [*REQUIRED CERTIFICATION/LICENSURES*]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certification which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

A. Professional Organization Memberships. The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the City Administrator, or their designee, deems beneficial to Employee's performance of their duties and responsibilities.

B. Conferences and Training. The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

SECTION 11. SEPARATION.

For purposes of this Agreement, separation shall mean and occur in any of the following circumstances:

- A.** The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B.** The City, residents or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.

- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's offer to accept their resignation, whether formal or informal. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 12. SEVERANCE.

Except as provided in Subsection F of this Section 12, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 11.

- A. **Severance Payment.** If Employee is separated within the first year of employment as an appointed officer of the City as provided in Section 11 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of their second year of Employment as an appointed officer of the City, Employee shall receive an additional two (2) weeks of severance upon separation, with an additional one (1) week of severance for each additional full year of service, to a maximum of twenty (20) weeks of severance.
- B. **Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.
- C. **Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 12 shall be subject to withholding as required by state and federal law.
- D. **COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 12.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 12, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection E of Section 12 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than twenty (20) weeks of severance pay.

F. Entirety of Consideration. Except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 12 of this document.

SECTION 13. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [*POSITION*], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment.

SECTION 14. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City.

SECTION 15. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.

2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads “CONFIDENTIAL.”

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee’s annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made apart hereof shall commence with the first day Employee commences performance of [*POSITION*]. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court’s declaration.

For purposes of this Subsection F of this Section 16, “essential term” shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

I. Assignment. Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party’s obligation as set forth in this Agreement (“Defaulting Party”), the other Party (“Non-Defaulting Party”) shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party’s Notice of Default; (ii) provide evidence to the Non-Defaulting Party that

demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys’ Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys’ fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties’ sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee’s salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee’s decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY

HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE’S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE’S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

- Exhibits: A. Job Description
 B. Offer Letter



EMPLOYMENT AGREEMENT (DEPARTMENT HEADS AND CITY ADMINISTRATOR)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, 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, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

SECTION 1. TERM AND SCOPE OF AGREEMENT.

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

SECTION 3. COMPENSATION.

A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

B. Non-Salary Compensatory Benefits. Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

1. Vacation Days: Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's third year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

2. Sick Leave: Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

3. Holidays: Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

4. Pension: Should they elect, and consistent with all applicable state, federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

C. Adjustments. This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole, including but not limited to cost-of-living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

SECTION 5. WORK ENVIRONMENT.

The City shall provide an office and such workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

SECTION 6. AUTOMOBILE. [optional if applicable]

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

A. Outside Employment. The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

B. Normal Working Hours. Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

SECTION 8. INDEMNIFICATION.

Consistent with, and subject to the limitations of, Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. RESIDENCY INCENTIVE AND MOVING EXPENSES.

Employee shall be issued a residency incentive of ten-thousand dollars (\$10,000) in two installments if Employee resides within Urbana city limits at the time of hire, or relocates their primary residence within Urbana city limits within one-year of date of hire for the position of [POSITION]. In such case, Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence, provided Employee is moving from outside Champaign County. If Employee resides in Urbana at the time of hire, Employee shall receive five-thousand dollars (\$5,000) upon commencement of employment in the position of [POSITION], and an additional five-thousand dollars (\$5,000) at the start of Employee's third year in the position of [POSITION] provided Employee has lived continuously in Urbana during that time. If Employee

relocates to Urbana within one-year of date of hire in the position of *[POSITION]*, Employee shall receive five-thousand dollars (\$5,000) upon establishing primary residence in Urbana, and an additional five-thousand dollars (\$5,000) at the start of Employee's third year in the position of *[POSITION]* provided Employee has lived continuously in Urbana during that time.

If Employee resides outside of Champaign County prior to hire date, and relocates their primary residence to within Champaign County, but outside of the City of Urbana, within one year of date hire for the position of *[POSITION]*, Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence.

SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as *[POSITION]*. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the Mayor or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within *[TIME-FRAME]* of commencement of employment, Employee must obtain (and thereafter maintain) *[REQUIRED CERTIFICATION/LICENSURES]*. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certifications which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

- A. **Professional Organization Memberships.** The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the Mayor or their designee, deems beneficial to Employee's performance of their duties and responsibilities.
- B. **Conferences and Training.** The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

SECTION 12. SEPARATION.

For purposes of this Agreement, separation shall mean and occur in any of the following

circumstances:

- A. The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B. The City, its residents, or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's offer to accept their resignation, whether formal or informal. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 13. SEVERANCE.

Except as provided in Subsection F of this Section 13, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 12.

A. Severance Payment. If Employee is separated within the first year of employment as an appointed officer of the City provided in Section 12 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of their second year of Employment as an appointed officer of the City, Employee shall receive an additional four (4) weeks of severance upon separation, with an additional two (2) weeks of severance for each additional full year of service, to a maximum of twenty (20) weeks of severance.

B. Timing of Severance Payment. This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.

C. Final Payout. Employee shall also be compensated for all accrued and unused vacation

leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 13 shall be subject to withholding as required by state and federal law.

D. COBRA. Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 13.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 13, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection F of Section 13 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than twenty (20) weeks of severance pay.

F. Entirety of Consideration. In the case of separation as described in Section 12 of this document, except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 13 of this document.

SECTION 14. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [POSITION], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. A failure by Employee to provide thirty (30) days' advance written notice of a resignation initiated by the Employee will be noted in Employee's personnel file for purposes of reference inquiries made by prospective employers. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment. If the Employee is willing to provide notice in excess of sixty (60) days, and the Parties agree upon a date of separation, Employee may be eligible for a Notice Incentive. Such Notice Incentive shall be in an amount negotiated between the Parties, in an amount not to exceed six (6) weeks' salary at Employee's final rate of pay. The date agreed upon between the Mayor and Employee shall be

deemed a final and irrevocable notice of separation.

SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City.

SECTION 16. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made a part hereof shall commence with the first day Employee commences performance of *[POSITION]*. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

I. Assignment. Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of

the Parties.

J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys' Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and

replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee’s salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee’s decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE’S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE’S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

- Exhibits: A. Job Description
B. Offer Letter



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: August 19, 2024 Committee of the Whole
Subject: An Ordinance Amending Schedule O-1 of Section 23-201 of the Urbana Local Traffic Code Designating Load Restrictions upon Vehicles Using Certain Highways (Washington Street over Sunny Estates Ditch)

Summary

Action Requested

City Council is being asked to pass the attached ordinance that would remove a load restriction from the bridge that carries Washington Street over Sunny Estates Ditch, located a half mile west of High Cross Road.

Brief Background / Statement of the Issue

In late December 2023, Washington Street west of High Cross Road was opened to traffic after construction of a replacement bridge (Structure Number 010-6135) to carry traffic over Sunny Estates Ditch. The previous bridge (Structure Number 010-6134) had been in poor condition, and it had a load restriction of 12 tons posted and enforced since early 2021. The new bridge does not require a load restriction, and no load restriction has been enforced since the new bridge was opened to traffic. Schedule O-1 Section 23-201 of the Urbana Local Traffic Code should be updated accordingly by ordinance.

Relationship to City Services and Priorities

Impact on Core Services

Traffic control on streets is a core service provided by the City, as stated in Section 23-21 of City Code: “It shall be the general duty of the city traffic engineer to determine the installation and proper timing and maintenance of traffic-control devices, ... to plan the operation of traffic on the streets and highways of this city.”

Strategic Goals & Plans N/A

Previous Council Actions

The existing load restriction on the subject bridge was codified with Ordinance No. 2022-10-044. The existing load restriction had been posted and enforced prior to the passage of the ordinance.

Discussion*Community Impact*

The existing load restriction was in effect for nearly three years. One impact of the load restriction was to require the Champaign-Urbana Mass Transit District (MTD) to detour the Green Route bus line around the bridge. The detour route ran through nearby Scottswood Subdivision. The Green Route bus line was restored to normal service shortly after the new bridge was opened to traffic.

Recommendation

City Council is asked to pass the attached ordinance that would remove the existing load restriction from the bridge that carries Washington Street over Sunny Estates Ditch, located a half mile west of High Cross Road.

Next Steps

If the attached ordinance is passed, staff will update Schedule O-1 of Section 23-201 accordingly.

Attachments

1. Ordinance No. 2024-08-___: An Ordinance Amending Schedule O-1 of Section 23-201 of the Urbana Local Traffic Code Designating Load Restrictions upon Vehicles Using Certain Highways (Washington Street over Sunny Estates Ditch)
2. Location Maps

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. 2024-08-_____

AN ORDINANCE AMENDING SCHEDULE O-1 OF SECTION 23-201 OF THE URBANA LOCAL TRAFFIC CODE DESIGNATING LOAD RESTRICTIONS UPON VEHICLES USING CERTAIN HIGHWAYS (WASHINGTON STREET OVER SUNNY ESTATES DITCH)

WHEREAS, the City of Urbana (“Urbana”) 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 of Urbana has adopted a local traffic code, which is set forth in its ordinances as Section 23.1 et seq.; and

WHEREAS, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to determine and designate those streets or portions thereof upon which no person shall operate any vehicle with a gross weight in excess of the amounts specified.

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

Section 1. Schedule O-1 of Section 23-201, entitled "Load Restrictions upon Vehicles Using Certain Highways" of Article XV of the Urbana Local Traffic Code, shall be and is hereby amended by REMOVING from that schedule the following portions of streets where no person shall operate any vehicle with a gross weight in excess of the amounts specified:

| <u>Street on Bridge</u> | <u>Structure Number</u> | <u>Feature under Bridge</u> | <u>Location</u> | <u>Gross Weight Limit</u> |
|-------------------------|-------------------------|-----------------------------|--------------------------------|---------------------------|
| Washington Street | 010-6134 | Sunny Estates Ditch | 0.5 mi. west of High Cross Rd. | Single Vehicle 12 Tons |

Section 2. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of August, 2024.

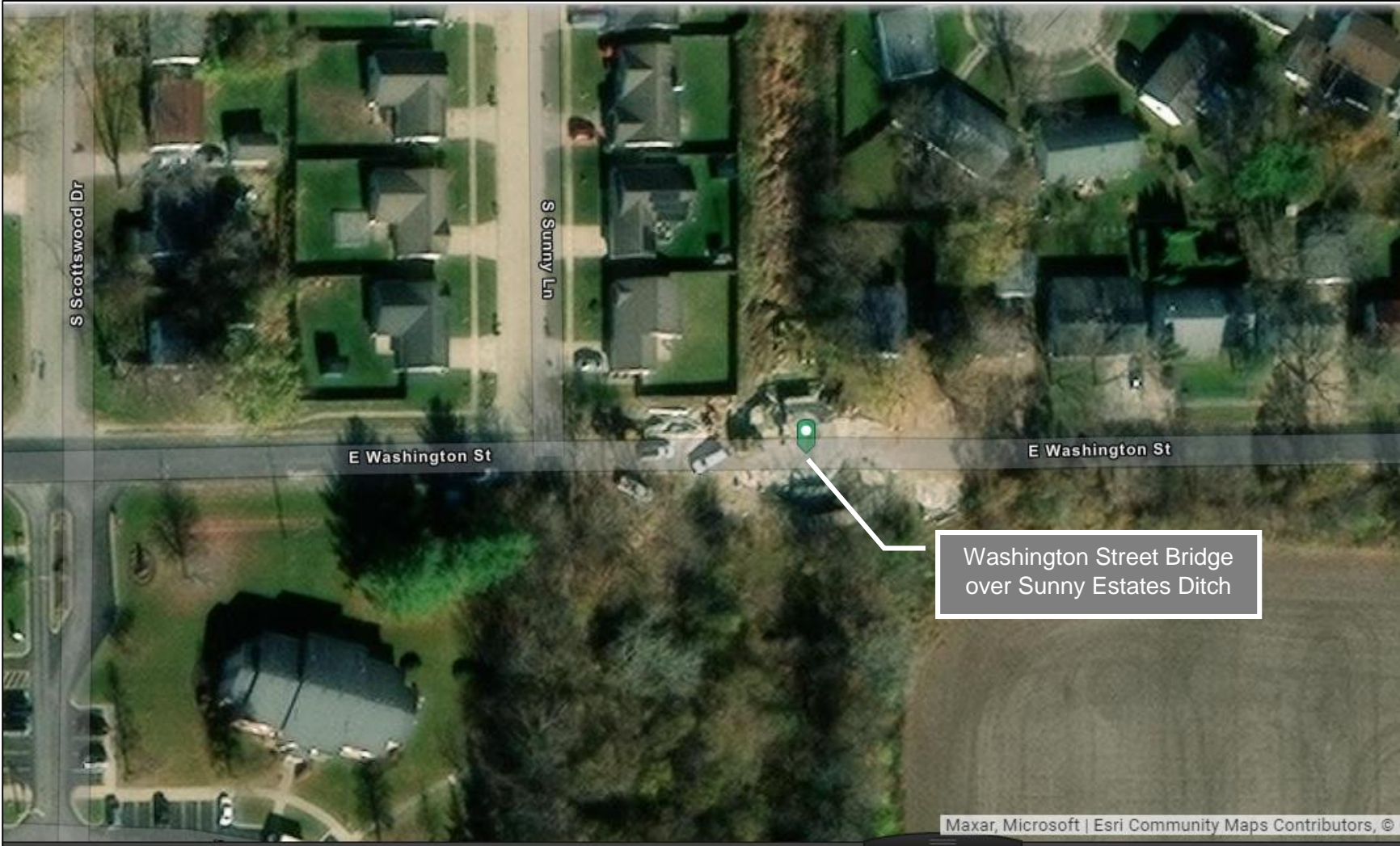
Diane Wolfe Marlin, Mayor

City of Urbana, Illinois
An Ordinance Amending Schedule O-1 of Section 23-201 of the Urbana Local Traffic Code Designating Load Restrictions upon Vehicles Using Certain Highways (Washington Street over Sunny Estates Ditch)



Location Map 1 of 2

City of Urbana, Illinois
An Ordinance Amending Schedule O-1 of Section 23-201 of the Urbana Local Traffic Code Designating Load Restrictions upon Vehicles Using Certain Highways (Washington Street over Sunny Estates Ditch)



Location Map 2 of 2



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

MEMORANDUM TO THE MAYOR TO THE CITY COUNCIL

Meeting: August 19, 2024 Committee of the Whole
Subject: Approval of an Amendment of Public Safety Records Management System Intergovernmental Agreement

Summary

Action Requested

City Council is being asked to approve an Amendment of Public Safety Records Management System (PSRMS) Intergovernmental Agreement (IGA).

Background

The IGA for the PSRMS requires an amendment to enable the Champaign County Circuit Clerk's participation in the system's management.

Relationship to City Services and Priorities

Impact on Core Services

The PSRMS IGA facilitates the orderly management of the local Champaign County records management system. With the anticipated addition of a new e-citation module, it is necessary to amend this agreement to include the Champaign County Circuit Clerk.

Strategic Goals & Plans

N/A

Previous Council Actions

The City Council previously approved the PSRMS IGA in 2020 (Resolution No. 2020-10-051R).

Discussion

Additional Background Information

Circa 2011, the state legislature established a mechanism to encourage local, county, and state entities to digitize traffic citations, or "e-citations." The primary objectives of this initiative are to 1) reduce errors, 2) enhance efficiency by shortening enforcement contacts, 3) improve safety for both the community and officers by reducing the duration of these contacts, and 4) lower staff costs associated with issuing, entering, and processing warnings and citations.

In 2020, local law enforcement agencies began implementing a new records management system (RMS) known as Tyler, replacing the over 30-year-old Area Wide Records Management System

(ARMS), which was developed and managed by the City of Urbana. Upon transitioning from ARMS to Tyler, the ARMS Policy Board deliberated on the utilization of the existing fund balance. The Board decided to explore the possibility of implementing an e-citation program, a concept determined not to be viable when initially researched nearly a decade ago. However, after recently revisiting and investigating the subject, the ARMS Policy Board concluded that an e-citation program is now feasible and that the combination of available funding from the Champaign County Circuit Clerk and remaining ARMS fund balance would cover the cost of the project. Presently, the Circuit Clerk is in the process of negotiating a contract for e-citation software with Tyler Technologies.

This amendment to the IGA would allow for the inclusion of the Champaign County Circuit Clerk in the PSRMS IGA due to that office's crucial role in funding and participating in the traffic citations process.

Operations Impact

The amended intergovernmental agreement will have no anticipated impact on staffing.

Fiscal and Budget Impact

The approval of this Amendment of Public Safety Records Management System Intergovernmental Agreement has no financial impact to the City.

Recommendation

Staff recommends that City Council approve the Amendment of Public Safety Records Management System Intergovernmental Agreement.

Attachments

1. Approved 2020 Public Safety Records Management System Intergovernmental Agreement
2. Draft of Amendment of Public Safety Records Management System Intergovernmental Agreement.
3. Draft Resolution

Originated by: Matt Roeschley, City Attorney

Reviewed: Richard Surles, Deputy Chief of Police

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT TO THE PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM (“PSRMS”) INTERGOVERNMENTAL AGREEMENT

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

WHEREAS, the City of Urbana, the City of Champaign, Champaign County, Village of Rantoul, and the Board of Trustees of the University of Illinois are bodies politic organized, operating, and maintaining offices within Champaign County, Illinois (collectively, the “Parties”); and

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides for and enables the Parties to enter into cooperative agreements among themselves; and

WHEREAS, the Parties previously entered into the Public Safety Records Management System (“PSRMS”) Intergovernmental Agreement to establish, operate, and maintain a new consolidated and automated records management system for law enforcement records; and

WHEREAS, the Parties have determined that it is in their individual and collective best interests to amend the existing intergovernmental agreement to:

- a. Enable the County Executive to designate the elected Clerk of the Circuit Court of Champaign County (Circuit Clerk) as the Administrative Representative of Champaign County on the PSRMS Policy Board until such time as the Circuit Court Clerk Electronic Citation Fund is no longer the primary funding source of eCitation; and
- b. Allow for the potential addition of other User Agencies to the Board as non-voting members for participation in the PSRMS, including the eCitation initiative.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, that the Mayor is hereby authorized to execute an amended intergovernmental agreement with the Parties in substantially the form appended hereto, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

**PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM
INTERGOVERNMENTAL AGREEMENT**

This Public Safety Records Management System Intergovernmental Agreement (“Agreement”) is made and entered into on the date last executed by and between the City of Champaign (“Champaign”), City of Urbana (“Urbana”), Champaign County (“County”), the Board of Trustees of the University of Illinois (“University”), and Village of Rantoul (“Rantoul”), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, each of the Parties is a body politic organized, operating, and maintaining offices within Champaign County, Illinois;

WHEREAS, the Parties find to be in their respective best interests to establish, operate, and maintain a consolidated and automated records management system for law enforcement records;

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the Parties to enter into cooperative agreements among themselves;

WHEREAS, the Parties seek to establish a structure and framework for development of the records management system, wherein the Parties would agree to, among other things:

- a. Input and store each Party’s respective relevant crime, public safety, and related information;
- b. Share with the other Parties their respective relevant crime, public safety, and related information;
- c. Contribute funds on a regular and periodic basis based on a formula agreed upon by the Parties for the benefit of each Party and their respective communities; and
- d. Establish and maintain a governing structure and policies for the efficient and effective operation and maintenance of the records management system.

NOW, therefore, for the good, valuable, and mutual consideration acknowledged to be received by each Party, the Parties hereto agree as follows:

Section 1. Definitions.

(a) Terms not specifically defined in this Agreement shall have the meanings respectively ascribed to them by ordinary and common English language usage or as used in the context in which they appear in this Agreement.

(b) “Administrative Representative” shall mean the representative who is designated by the chief executive officer of each Party to represent that Party on the RMS Policy Board in accordance with the responsibilities as set forth in this Agreement.

(c) "RMS Policy Board" or "Board" shall mean the body created by this Agreement to develop cooperative approaches addressing records management system issues and concerns of each Party and to perform the responsibilities set forth in this Agreement.

(d) "Lead Agency" shall mean and include the Party designated by this Agreement as having overall responsibility for RMS operations in accordance with this Agreement and any bylaws established by the RMS Policy Board provided for in this Agreement.

(e) "Party" shall mean a Party to this Agreement.

(f) "Public Safety Representative" shall mean the representative who is designated by the chief executive officer of each Party to represent that Party on the RMS Policy Board in accordance with the responsibilities as set forth in this Agreement.

(g) A "Quorum" of the RMS Policy Board shall be six (6) representatives but shall require at least one representative from each Party except as set forth in Section 3(a)(2) and (4) herein.

(h) "RMS" shall mean and include the automated records management system created by this Agreement including, but not necessarily limited to, any and all equipment, hardware, software, supplies, material, and personnel required to operate and maintain an automated records management system for use by each Party.

(i) "RMS Data" shall mean and include any and all data which a Party has inputted and will in the future input into RMS and which is or may be accessible to and which is or may be used by any Party.

(j) "RMS Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing, and directing the activities and employees assigned to RMS in accordance with the policies and procedures of the Lead Agency.

(k) "RMS Fund" shall mean and include a fund which is uniquely denoted in the Lead Agency's accounting system to hold and expend Party contributions in connection with the operation, maintenance, repair, upgrading, and replacement of RMS.

(l) "Read-Only Agency" means a law enforcement or public safety agency granted limited rights to access the "RMS Data" in accordance with the provisions of this Agreement. For purposes of this Agreement the Champaign County State's Attorney's Office is considered a "Read-Only" Agency, however, it is understood that certain staff from that office may also enter case disposition information and notes into the Tyler RMS database. Agencies with this designation do not have board representation and are not a Party to the Agreement.

(m) “User Agency” means a law enforcement or public safety agency granted limited rights to access and input “RMS Data” and use the “RMS System in similar fashion as the Parties” in accordance with the provisions of this Agreement. Agencies with this designation do not have board representation and are not a Party to the Agreement.

Section 2. RMS Policy Board Created.

(a) Upon the last of the Parties to execute this Agreement, the RMS Policy Board is hereby created.

(b) The mission of the RMS Policy Board is to establish a structure and framework for development of a records management system, wherein the Parties would, among other things:

- (1) Input and store each Party’s respective relevant crime, public safety, and related information.
- (2) Share with the other Parties their respective relevant crime, public safety, and related information.
- (3) Contribute funds on a regular and periodic basis based on a formula agreed upon by the Parties for the benefit of each Party and their respective communities.
- (4) Establish and maintain a governing structure and policies for the efficient and effective operation and maintenance of the records management system.

(c) The Board shall consist of two representatives from each Party, appointed as set forth below in Section 2(d).

(d) The chief executive officer of each Party shall have the authority to designate two representatives to represent that Party on the Board. One of which shall be designated as an Administrative Representative and the other shall be an employee of the Party’s law enforcement agency and designated as the Public Safety Representative as follows:

- (1) For the City of Champaign, the City Manager or that official’s designee.
- (2) For the City of Urbana, the Mayor or that official’s designee.
- (3) For Champaign County, the County Executive shall designate the Administrative Representative, and the Champaign County Sheriff shall designate the Public Safety Representative.
- (4) For the University of Illinois, the Chancellor or that official’s designee.
- (5) For the Village of Rantoul, the Mayor or that official’s designee.

- (6) For any new Party added pursuant to Section 20 of this Agreement, the chief executive officer of said new Party, or that official's designee.
 - (7) The authority to designate representatives provided for herein shall include the power to designate or to delegate to the named representative the power to designate a temporary or alternate representative who may attend an RMS Policy Board meeting in lieu of the named representative and exercise all of the powers of the that named representative when that representative is unable to attend said meeting.
- (e) The Board may provide for officers, bylaws, rules of procedure at meetings, and operational policies used for RMS consistent with the Agreement.

Section 3. RMS Policy Board Functions and Duties.

- (a) It shall be the function and duties of the Board to:
 - (1) By the unanimous vote of the Administrative Representatives concur in the Lead Agency's designation, provided that no Party shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place for at least one hundred eighty (180) days' notice prior to the beginning of the next fiscal year;
 - (2) By the affirmative vote of at least three out of five of the Administrative Representatives annually approve RMS's operating budget, including but not limited to all expenditures relating to physical facilities and equipment, and approve amendments to said budget and expenditure as from time to time deemed necessary by the Parties. The vote taken is not subject to the Quorum requirements;
 - (3) By at least a majority vote of the Board, approve RMS policies;
 - (4) By the affirmative vote of at least three out of five of the Administrative Representatives, annually approve the funding formula to determine each Party's share of expenses for RMS operations. The vote taken is not subject to the Quorum requirements;
 - (5) By at least a majority vote of the Board, approve contracts with other governmental entities to provide some or all of RMS services on a contractual basis for a fee;
 - (6) By the unanimous vote of the Administrative Representatives, approve an agreement to add a new Party in accordance with the provisions of this Agreement;

- (7) By the unanimous vote of the Administrative Representatives, approve i) a User Agency's use and access to RMS System and Data; (ii) the extent of a User Agency's rights to access and use the RMS System and Data; and (iii) the annual fees to be paid by the User Agency based on the RMS funding formula.
- (8) By the unanimous vote of the Administrative Representatives, approve i) a Read-Only Agency's access to RMS Data; and (ii) the extent of a Read-Only Agency's right to access RMS Data.

(b) Board meetings shall be scheduled at least quarterly by the Board Chair. Other meetings may be called at the request of the Board Chair or any two (2) Parties through either the Administrative Representatives and/or their Public Safety Representatives.

(c) Meetings shall be held at a location determined by the Board.

(d) Unless otherwise set forth in this Agreement, the Board may act upon the majority vote of authorized Board members.

Section 4. Lead Agency Designated. The initial Lead Agency shall be the City of Champaign subject to any subsequent change approved by the Administrative Representatives of the Board pursuant to the terms of this Agreement.

Section 5. Lead Agency Duties. The Lead Agency shall be responsible for the overall operation of RMS and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Board. These duties include, but are not limited to:

(a) Employing and supervising all personnel assigned to RMS, in accordance with the Lead Agency's policies and procedures, including but not limited to hiring, firing, discipline, establishing incentives, benefits, negotiation with unions and all other employment decisions;

(b) Incurring and paying all expenses, on behalf of the Parties and in accordance with this Agreement and approved budget;

(c) Entering into all contracts, leases and procurement agreements in accordance with this Agreement and the approved budget and the policies and procedures of the Lead Agency;

(d) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved budget and the Lead Agency and Board policies;

(e) Billing and collecting from each Party its share of the cost of operations as provided in this Agreement and the approved annual budget;

(f) Establishing and implementing policies and procedures to achieve the mission of the Board as set forth in Section 2(b) herein;

(g) Directing the management and supervision of all employees assigned to RMS in accordance with the policies and procedures of the Lead Agency;

(h) Supervising the development of a proposed annual operating budget and administer the approved budget and expenditures in accordance with this Agreement;

(i) Providing staff support to the Board and bringing policy issues to the Board as appropriate; and

(j) Expending funds in accordance with RMS's approved budget. Purchasing procedures shall be in accordance with the approved RMS budget and the policies and procedures of the Lead Agency and shall be in lieu of any other approvals by the RMS Board. The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in RMS's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula in Attachment A.

Section 6. Failure of RMS. In the event that RMS fails to operate in its normal and usual manner, the Lead Agency shall be authorized to undertake such steps and expend such moneys as are or may be necessary to restore RMS to full operating status. In the event such efforts require the expenditure of moneys by the Lead Agency, the Lead Agency shall be entitled to reimbursement for all such expenditures.

Section 7. RMS System Services and RMS Data. RMS shall be operated by the Lead Agency in order to provide a centralized data base which contains such information as has already been inputted and which, hereafter, will be inputted into the said database. Parties shall have the authority to input information into RMS. Parties shall have access to and be authorized to use RMS Data.

(a) RMS shall be accessible and available on a 24-hour, seven-days a week basis including during all local, state and national holidays.

(b) Party Use. The Parties shall be entitled to have access to input information into RMS and use RMS Data on an as-needed basis. No Party shall be entitled to undertake any action which compromises or is likely to compromise the nature, integrity, operation, or stability of RMS or RMS Data, or which in any way hinders another Party's access to the RMS and use of RMS Data.

(c) User Agency Use. The User Agencies shall be entitled to have access to input their agency information into RMS and use RMS Data on an as-needed or limited basis. No User Agency shall be entitled to undertake any action which compromises or is likely to compromise the nature, integrity, operation, or stability of RMS or RMS Data, or which in any way hinders another Party's or User's access to the RMS and use of RMS Data.

(d) Non-Party/Third Party. No Non-Party or Third Party shall be entitled to have access to RMS or have use of any RMS Data without approval of the Board as set forth in this Agreement.

(e) **Access By Read-Only Agency.** By the unanimous vote of the Administrative Representatives, approve: (1) a Read-Only Agency's access to RMS Data; and (2) the extent of a Read-Only Agency's respective rights to access RMS Data.

(f) **Data Policies.** The Board and the Lead Agency shall, where appropriate, jointly cooperate in the development and implementation of policies, procedures, rules, regulations, and/or protocols which they deem necessary for governing the input of data into and use of the RMS by Parties, User Agencies and Read-Only Agencies.

- (1) In the event that no joint policies, procedures, rules, regulations, or protocols are so adopted then the Lead Agency shall be authorized to adopt such policies, procedures, rules, regulations, or protocols as it deems necessary to effectively and efficiently operate and maintain the RMS and for providing for input of data into, use of, and access to the RMS by Parties, User Agencies and Read-Only Agencies.
- (2) All information or data entered into the RMS by a Party or User Agency shall remain the personal property of that Party or User Agency and each such Party or User Agency shall retain all ownership rights, title and interest in such information or data. No person other than a Party or User Agency shall have the authority to enter data into or remove data from the RMS. A Party or User Agency cannot remove or alter the information inputted by another Party or User Agency without that other Party's or User Agency's consent.
- (3) In the event that the Lead Agency receives a Freedom of Information Act ("FOIA") request for information or data which a Party, User Agency, or Read Only Agency inputted into the RMS, the Lead Agency shall tender that FOIA request to each such Party and/or User Agency whose information or data has been requested. The Party or User Agency, as the case may be, shall be solely responsible for responding to the FOIA request. In the event that the Lead Agency is compelled to respond to a FOIA request or is brought into an administrative or judicial (whether civil or criminal) proceeding concerning the handling or response to such FOIA request, then that Party and/or User Agency shall indemnify, defend and hold harmless the Lead Agency in connection with all matters relative to that FOIA request and any response thereto.

Section 8. Notice. Any notice required to be given pursuant to this Agreement shall be deemed effective when stated if given in the following manner:

(a) **First Class Mail, return receipt requested.** If notice is sent by First Class Mail, return receipt requested, in an envelope properly addressed and bearing proper postage, then such notice shall be deemed effective four calendar days after placement with the U.S. Postal Service.

- (b) Overnight courier. If notice is sent by overnight courier service such notice shall be deemed effective the next business day following its receipt.
- (c) Personal delivery. If notice is by personal delivery such notice shall be deemed effective when delivered to the principal office set forth below. An affidavit of service shall constitute proof of service.
- (d) Notice by any other means shall not be deemed effective notice for any purpose.
- (e) Notices shall be addressed to Parties as follows:
 - (1) City of Champaign: City Manager, City of Champaign, 102 N. Neil St, Champaign, IL 61820
 - (2) City of Urbana: Mayor, City of Urbana, 400 S. Vine St., Urbana, IL 61801
 - (3) Champaign County: Champaign County Sheriff, 204 East Main St., Urbana, IL 61802 and Champaign County Executive, 1776 East Washington Street, Urbana, IL 61802
 - (4) University of Illinois: Executive Director of Public Safety, 1110 W. Springfield Ave., Urbana, IL 61801
 - (5) Village of Rantoul: Mayor, Village of Rantoul, 333 S. Tanner St., Rantoul, IL 61866

Section 9. Finances / Failure to Approve Budget.

- (a) Each Party shall be responsible for its share of RMS's operating budget and expenses based on the cost-sharing formula attached hereto and incorporated by reference herein as "Attachment A", or as hereinafter amended by an affirmative vote from at least three out of five of the Administrative Representatives as provided for in this Agreement.
- (b) Upon the last of the Parties to execute this Agreement, the Budget for the initial fiscal year attached hereto as Attachment B is approved. In addition, each Party agrees to pay and shall be responsible for its specific RMS software implementation costs as shown in Attachment C. In the event the RMS Board is unable to approve an annual budget for a subsequent fiscal year, prior to the commencement of the fiscal year in accordance with the procedures set forth herein, then the most recent budget approved by the Board shall be deemed, by operation of this Agreement, to be automatically approved and implemented for that fiscal year.
- (c) The Lead Agency shall maintain financial records regarding RMS operations and finances in accordance with generally accepted governmental accounting principles, which records shall be available at the Lead Agency's finance offices for inspection during regular business hours.
- (d) The Lead Agency shall invoice each Party and User Agency for its share of RMS costs on or before the first day of each quarter for the next quarter's service.

(e) Each Party and User Agency shall pay said bills within twenty-eight (28) calendar days of receipt of an invoice for the same. RMS's financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of RMS.

(f) All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.

Section 10. Fiscal Year. RMS's fiscal year shall be from July 1 to June 30.

Section 11. Equipment. Use and Ownership: Loaned Equipment.

(a) All equipment purchased exclusively for RMS shall be purchased, utilized and disposed of by the Lead Agency and held in trust for RMS's use. It shall be recorded and identified as RMS Agreement property, separate from other Lead Agency property. Prior to termination or expiration of this Agreement without renewal thereof, all proceeds from the sale of any RMS Agreement property shall be devoted solely to the operation of RMS.

(b) Such property as is loaned to the Lead Agency for its exclusive use in operating and maintaining RMS by a Party agency shall continue to be owned by that Party agency, and the Lead Agency shall keep written records of such loaned equipment. If the Party agency owning loaned equipment wishes to withdraw it from RMS service, that party may do so provided that if in the opinion of the RMS Director the property is essential to RMS and requires replacement to ensure consistency and proper functioning of RMS, then such loaned equipment shall be withdrawn only after: (i) providing a reasonable notice of withdrawal to the other Parties and (ii) the equipment has been replaced by RMS. In the event the RMS Director determines that a Party's loaned equipment is no longer needed (*e.g.* outdated, ceased functioning properly), then the Director shall notify the Party accordingly and the Party shall indicate how the equipment will be disposed of.

Section 12. Termination by Parties.

(a) A Party may terminate its participation in this Agreement on July 1 of any year by giving written notice to each of the other parties. Such notice shall be at least twelve (12) months before the desired termination date.

(b) If a Party to this Agreement is in default of its payment obligations, the Policy Board may so declare and terminate RMS services to that Party twenty-eight (28) calendar days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the twenty-eight (28) calendar days set forth in the notice. The notice of the default declared by the Board shall be issued by the Lead Agency. The defaulting Party shall continue to be responsible to pay its assigned share of the cost of RMS as determined in accordance with this Agreement for the ensuing twelve (12) months following the termination of RMS services. If the defaulting party, within the twelve (12) month period, pays all amounts due, RMS services to the Party shall be reinstated.

Section 13. Termination by a User Agency.

(a) A User Agency may terminate its participation in this Agreement by giving written notice to the Board. Such notice shall be at least six (6) months before the desired termination date.

(b) If a User Agency to this Agreement is in default of its payment obligations, the Policy Board may so declare and terminate RMS services to that User Agency twenty-eight (28) calendar days after the date of mailing of notice of default and termination of services to the defaulting user agency, unless the defaulting user agency cures the default in full prior to the expiration of the twenty-eight (28) calendar days set forth in the notice. The notice of the default declared by the Board shall be issued by the Lead Agency. The defaulting User Agency shall continue to be responsible to pay any User fees for the time period prior to termination. If the defaulting User Agency, within the twelve (12) month period, pays all amounts due, RMS services to the Party shall be reinstated.

Section 14. Rights of Terminating Party to RMS Capital Assets. A Party whose participation in this Agreement is terminated shall terminate its financial interest in all equipment for RMS operations purchased prior to its termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of RMS until termination or expiration of this Agreement without renewal thereof.

Section 15. Rights of Terminating User Agency to RMS Capital Assets

User Agencies are not Parties to this Agreement, have contributed no Capital Investment into RMS and therefore have no financial interest in any equipment for RPS operations either while participating in RMS or upon termination of participation.

Section 16. Termination or Expiration. It is the intent of the Parties to maintain RMS as a continuing operation. However, should any Party elect to withdraw its participation in and support of RMS, then RMS may continue in operation for the benefit of the remaining Parties if a minimum of (2) two of the Parties elect to continue their participation.

Section 17. Disposition of RMS Assets Upon Termination or Expiration. Upon termination or expiration of this Agreement without renewal thereof, all capital assets held in trust by the Lead Agency on behalf of the Parties to this Agreement will be sold at public auction or by other means of public sale unanimously approved by the Parties in good standing at the time of termination or expiration of this Agreement without renewal thereof, and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such capital assets or operating expenses of RMS, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that Party bears to the total amount of funding contributed by the Parties for RMS operations over the total period of time it operated to the date of termination or expiration of this Agreement without renewal thereof. Any one (1) or more of the Parties shall have the right to purchase such capital assets at their fair market value prior to any public sale. Such fair market value shall be determined by the affirmative vote of at least four out of the five Administrative Representatives. If more than one (1) Party wishes to purchase such assets or a particular asset, the matter will be decided by lot.

Section 18. Insurance. The Lead Agency shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient property insurance to cover the replacement

value of the RMS equipment and all equipment loaned to RMS, against all direct loss or damage. The cost of any such insurance shall be a cost of operating RMS to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain appropriate liability insurance policies for RMS operations in accordance with insurance purchase standards for its other operating departments.

Section 19. Limitations of Personnel. No employee shall have authority to commit, obligate or bind any Party hereto to any contract or obligation unless specifically authorized by said Party, except as provided for in this Agreement.

Section 20. Duty of Each Party, User Agency and Read Only Agency. Each Party, User Agency and Read Only Agency shall utilize RMS only in accordance with RMS policies.

Section 21. Amendments. This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each Party.

Section 22. Addition of New Party or Approval of User Agency. By the unanimous vote of the Administrative Representatives, approve: (1) the addition of a new Party; (2) the terms by which a new Party participates on the Board; and (3) the capital contribution and quarterly fees to be paid by the new Party, which at a minimum, shall include the full costs of the new Party's licenses and any related operational and administrative costs.

By the unanimous vote of the Administrative Representatives, approve: (1) a User Agency's access and use of the RMS System and Data; (2) the extent of a User Agency's rights to access and input RMS Data; and (3) annual fees to be paid by the User Agency, which, at a minimum, shall include the full costs of the User Agency's licenses and any related RMS operational and administrative costs.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement on the dates appearing below.

CITY OF CHAMPAIGN

BY: _____
City Manager

DATE: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA

BY: _____

DATE: _____

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

CHAMPAIGN COUNTY

BY: _____
Chief Executive

BY: _____
Sheriff

DATE: _____

DATE: _____

ATTEST: _____
County Clerk

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

Attorney

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

BY: _____

DATE: _____

ATTEST: _____

N/A

APPROVED AS TO FORM:

Attorney

VILLAGE OF RANTOUL

BY: _____
Mayor

DATE: _____

ATTEST: _____
Secretary

APPROVED AS TO FORM FOR VILLAGE

BY: _____
Village Attorney

ATTACHMENTS LIST

A: RMS FUNDING FORMULA

B: BUDGET FOR INITIAL FISCAL YEAR

C: PARTY SPECIFIC RMS SOFTWARE IMPLEMENTATION COSTS

ATTACHMENT A

RMS FUNDING FORMULA

Each agency utilizing RMS services shall pay for said services based on a formula which is applied annually by the Board in approving RMS's annual budget. All of these charges are used to finance the RMS General Operating Fund.

Total user fees will be determined by calculating total expenditures while maintaining a General Operating Fund balance of not less than 10% of budgeted expenditures.

BASIC ASSUMPTIONS

1. 100% of the RMS Fund is paid by the Parties.
2. Parties contribute to costs on a quarterly basis, based on a formula determined by the Board.
3. The funding formula may be revised by the Board as provided in the Agreement.

PARTY FEES

The RMS user fee established by the Board is paid by each Party according to the RMS funding formula.

The number of authorized strength of sworn officers at each Party who will have access to RMS is totaled.

The RMS user fee is calculated based on the number of authorized strength of sworn officers from each Party.

The total number of authorized strength of sworn officers at each Party is divided by the total number of sworn officers at all of the Party agencies.

USER AGENCY FEES

To be determined by the Administrative Representatives.

**AMENDMENT OF PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM
INTERGOVERNMENTAL AGREEMENT**

THESE AMENDMENTS are entered into pursuant to Section 19 of an intergovernmental agreement for Public Safety Records Management System (“PSRMS”) entered [fill in date] between the City of Champaign (“Champaign”), City of Urbana (“Urbana”), Champaign County (“County”), the Board of Trustees of the University of Illinois (“University”), and the Village of Rantoul (“Rantoul”).

TO WIT:

1. **Section 2 (d)(3)** of the aforementioned agreement is hereby amended to read the County Executive shall designate the elected Clerk of the Circuit Court of Champaign County (Circuit Clerk) as the Administrative Representative of Champaign County on the PSRMS Policy Board, that voting seat shall be held by the Circuit Clerk until such time as the Circuit Court Clerk Electronic Citation Fund is no longer the primary funding source of eCitation. If and when the Circuit Court Clerk Electronic Citation Fund is no longer the primary funding source the authority to designate the voting seat shall revert to the County Executive and the Circuit Clerk will transition to a non-voting seat on the PSRMS Policy Board. If the eCitation software ceases to be a component within PSRMS the Board shall revert back to the original composition.

2. **Section 22** of the aforementioned agreement is hereby amended to add **Section 22 (b)** which provides that, by unanimous vote of the Administrative Representatives additional User Agencies can be added to the Board as non-voting members for participation in the Public Safety Records Management System, including the eCitation initiative. In order to be added as a non-voting User Agency, the new agency must enter into an agreement to abide by the aforementioned intergovernmental agreement and by-laws of the Board. User Agencies will have access to the RMS software as is and will not customize global software settings or workflow settings. User Agencies can customize vendor provided agency settings. User Agencies may customize additional interfaces at their own cost and they must obtain the prior approval of the PSRMS Director. User Agencies will receive updates/upgrades and any additional software functionality on the same schedule as Member Agencies. User Agencies

would be responsible for the costs associated with data conversion from their existing Records Management Systems.

3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this ____ day of _____, 2024.

Signature page