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**DATE:** Monday, August 11, 2025  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
  - 1. 07-14-2025 City Council Meeting Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Chaundra Bishop, Ward 5*)
  - 1. Consent Agenda
    - a. **Resolution No. 2025-08-065R:** A Resolution Approving an Increase in the Number of Class R&T-1 Liquor Licenses for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A, Urbana, Ill. – Exec
    - b. **Resolution No. 2025-08-066R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment – CD
    - c. **Resolution No. 2025-08-067R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner – CD
    - d. **Resolution No. 2025-08-068R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter – CD
    - e. **Resolution No. 2025-08-069R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Cunningham Township Supervisor’s Office for CARES/Bridge to HOME Program – CD

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://www.urbanail.gov/executive-department/page/urbana-public-television>.

- f. Resolution No. 2025-08-070R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support – CD
- g. Resolution No. 2025-08-071R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Rehabilitation – CD
- h. Resolution No. 2025-08-072R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley Affordable Rental Housing Development – CD
- i. Resolution No. 2025-08-073R:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village – CD
- j. Resolution No. 2025-08-074R:** A Resolution Authorizing Expenditure of Alternative Response Task Force Funds – Exec

## 2. Regular Agenda

### H. Reports of Special Committees

### I. Reports of Officers

### J. Mayoral Appointments

#### 1. Deputy Police Chief

-Zachery Mikalik (term ending June 30, 2027)

### K. Discussion

#### 1. Council Rules and Meeting Procedures

### L. Adjournment

## PUBLIC INPUT

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

### Email Input

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

### Written Input

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

### Verbal Input

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

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

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

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

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

**Accommodation**

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

- Phone: 217.384.2366
- Email: [CityClerk@urbanil.gov](mailto:CityClerk@urbanil.gov)



City of Urbana  
400 S. Vine Street, Urbana, IL 61801  
[www.urbanaininois.us](http://www.urbanaininois.us)

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

**Meeting:** August 4, 2025, Committee of the Whole Meeting  
**Subject:** Increasing the Number of Class R&T-1 Liquor Licenses for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A

### Summary

#### *Action Requested*

City Council is asked to approve the attached resolution that would increase the number of Class R&T-1 liquor licenses in the City of Urbana.

#### *Brief Background*

Sepelas LLC d/b/a Sepelas Restaurant has applied for a Class R&T-1 (Restaurant & Tavern – All Alcohol) liquor license for their establishment located at 510 North Cunningham Avenue, Suite A.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

In all instances, City staff first reviews the liquor license application. If it receives the Mayor's endorsement, it is then forwarded to the City Council for their final approval to grant the license.

### Discussion

#### *Additional Background Information*

A Class R&T-1 license allows the sale and service of all types of alcoholic liquor, either by the drink or in original packages, for on-premises consumption only. Additional permissions may be granted through riders. License holders must maintain a fully staffed kitchen that prepares and serves bona fide meals as a primary service, and food must be available whenever alcohol is served.

Licenses may continue selling alcohol for up to three hours after ceasing meal service Sunday through Thursday, and up to four hours on Friday and Saturday, provided such sales comply with the City's operating hours restriction of 2 a.m.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to address litter, and if it is not fixed within 24 hours, the license could be revoked, or other legal action may be taken.

*Recommendation*

City Council is asked to approve the R&T-1 liquor license for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A.

*Next Steps*

If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue a R&T-1 liquor license for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A, with an expiration date of June 30, 2026.

**Attachments**

A Resolution Approving an Increase in the Number of Liquor License in the Class R&T-1 Designation for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A, Urbana, Ill.

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

Reviewed: Elizabeth Hannan, Interim City Administrator

Approved: DeShawn Williams, Mayor/Local Liquor Commissioner

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS R&T-1 DESIGNATION FOR SEPELAS LLC, D/B/A SEPELAS RESTAURANT, 510 NORTH CUNNINGHAM AVENUE, SUITE A, URBANA, ILL.**

**WHEREAS**, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

**WHEREAS**, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

**WHEREAS**, an application for a liquor license in the Class R&T-1 designation has been submitted to the Local Liquor Commissioner; and

**WHEREAS**, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class R&T-1 designation by one for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A, Urbana, Ill.

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

The maximum number of liquor licenses in the Class R&T-1 designation is hereby increased by one for Sepelas LLC d/b/a Sepelas Restaurant, 510 North Cunningham Avenue, Suite A, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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DeShawn B. Williams, Mayor



**MEMORANDUM TO THE MAYOR AND CITY COUNCIL**

**Meeting:** August 4, 2025 Committee of the Whole

**Subject:** A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Cunningham Township Supervisor’s Office for CARES / Bridge to HOME Program

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Rehabilitation

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley Affordable Rental Housing Development

A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village

*Action Requested*

The City of Urbana Committee of the Whole is being asked to consider the attached resolutions. The resolutions authorize the execution of funding agreements with the above named organizations as part of the Housing & Homeless Innovations II Grant Program.

*Community Development Commission Recommendation*

The Community Development Commission reviewed the resolutions on June 3, 2025, and voted unanimously to recommend approval to the Committee of the Whole.

**Relationship to City Services and Priorities***Impact on Core Services*

There will be no impact on core services as a result of approving the enclosed resolution.

*Strategic Goals & Plans*

Approval of the proposed resolutions will further the following Mayor/Council Strategic Goals:

- 2.1 A *Coordinate with housing and social service providers to reduce homelessness*
- 2.1 B *Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs*
- 2.2 B *Partner with developers to generate affordable rental and homeowner housing*

Approval of the proposed resolutions will also further the goals and strategies outlined 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*

On August 1, 2022, City Council passed Resolution [2022-08-059R](#) accepting the HOME ARP allocation from the U.S. Department of Housing & Urban Development (HUD). HOME ARP subrecipient agreements were approved by Council in January, 2023 as part of the Housing & Homeless Innovations I Grant Program.

On September 12, 2022, Council passed Resolution [2022-09-068R](#) adopting the City of Urbana American Rescue Plan Act (ARPA) Concept Plan. The ARPA Concept Plan includes *Adequate and Affordable Housing* and *Human Rights and Social Services* as funding goals.

**Discussion***Brief Background*

In response to the COVID-19 pandemic and increasing levels of homeless and housing insecurity in Champaign County, staff from the City of Urbana and City of Champaign partnered to create the Housing & Homeless Innovations Grant Program (HHI). The purpose of the HHI program is to

leverage various funding sources to support local organizations that provide services, non-congregate shelter, and housing opportunities to individuals and households experiencing homelessness. The first round of HHI funding was issued in 2023 and provided \$2,491,409 to seven homeless service provider organizations.

Building off the success of the first round of funding, staff issued a second round of HHI funding on January 6, 2025. Applications for second round funding closed on February 5, 2025, and were reviewed by a committee made up of staff from both cities, as well as representatives from United Way of Champaign County, and the Champaign County Continuum of Service Providers to the Homeless.

A total of \$2,250,000 in funding was made available in the second round of HHI funding. In total, 10 applications were submitted. Of those, six were selected for funding. Full project descriptions and award amounts can be found in Attachment A of this packet.

<b>Agency</b>	<b>Program Type</b>	<b>Funding Source</b>
C-U at Home	Non-congregate shelter, operating	HOME ARP / ARPA
Champaign County Regional Planning Commission	Support services, operating	HOME ARP
Champaign County Healthcare Consumers	Support services, operating, capacity building	HOME ARP
Strides Shelter	Supportive services, operating, capacity building	HOME ARP
Cunningham Township	Support services	Urbana General Fund
First Followers	Affordable rental housing development	IL DCEO
Hope Village	Affordable rental housing development	HOME ARP

The Hope Village proposal was originally submitted in the first round of HHI funding in 2023. At that time, the review committee provided a conditional funding recommendation contingent on the project meeting all of the following requirements:

- Obtaining site control
- Environmental review clearance
- Financial underwriting and subsidy layering
- Securing additional funding from IHDA.

As of June 2025, all pre-conditions have been met, and staff and the review committee recommend moving forward with executing this funding agreement.

The impact of approving the proposed resolutions will be significant. An estimated 500 individuals experiencing homelessness will receive improved access to public benefits and resources. 200 individuals will be served through expanded street outreach, and 600 will be served through case management and housing navigation services. In addition, 35 affordable rental units will be created, and 32 new shelter beds created.

#### *Fiscal and Budget Impact*

Funds for the Housing & Homeless Innovations Grant Program come from several sources:

**HOME ARP:** \$1,500,000 comes from the HOME ARP program. On April 28, 2021, the Urbana HOME Consortium was awarded a one-time allocation of funds through the U.S. Department of Housing and Urban Development HOME Investment Partnership Program – American Rescue Plan Act (HOME ARP). HOME ARP funds must be used to provide individuals or households experiencing homelessness with supportive services, non-congregate shelter, and affordable housing opportunities.

**Urbana ARPA:** \$300,000 comes from the City’s ARPA allocation. On December 9, 2024, Council approved the commitment of unexpended Urbana ARPA funds to the Housing & Homeless Innovations Grant Program for the purpose of supporting affordable housing, shelter, and supportive services.

**Urbana General Fund:** \$200,000 comes from the General Fund. On December 9, 2024, Council approved the commitment of Urbana social service funding to the Housing & Homeless Innovations Grant Program for the purpose of supporting affordable housing, shelter, and supportive services.

**Illinois Department of Commerce and Economic Opportunity (DCEO):** \$250,000 comes from a grant the City of Urbana received from DCEO. The purpose of the grant funds is to support the construction of affordable housing in Urbana.

The above referenced funds have been budgeted and approved by Council for the purposes of furthering affordable housing and homeless services. There will be no additional fiscal impacts on the city.

#### *Recommendation*

Staff recommend the Committee of the Whole forward the resolutions to Council with a recommendation of approval on the Consent Agenda.

#### *Next Steps*

If approved by Council, staff will execute subrecipient agreements with the above-named entities. The grant period will begin July 1, 2025, and end on December 31, 2026.

## Attachments

- A. HHI II Project Descriptions
- B. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment
- C. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment
- D. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner
- E. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner
- F. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter
- G. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter
- H. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Cunningham Township Supervisor's Office for CARES / Bridge to HOME Program
- I. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Cunningham Township Supervisor's Office for CARES / Bridge to HOME Program
- J. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support
- K. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support
- L. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Rehabilitation
- M. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Rehabilitation
- N. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley Affordable Rental Housing Development
- O. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley Affordable Rental Housing Development

- P. A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village
- Q. Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village

Originated by: Breaden Belcher, Grants Division Manager

Reviewed by: Olivia Jovine, Director of Community Development Services

Approved by: Elizabeth Hannan, Interim City Administrator

## **Attachment A**

### HHI II Project Descriptions

#### **Champaign County Healthcare Consumers**

- Program: Special Populations Outreach & Enrollment
- Amount: \$130,000
- Source of funds: HUD HOME ARP
- Target Population: Homeless/at-risk of homelessness
- Deliverables: 100-140 unduplicated households served

*Narrative:* Champaign County Healthcare Consumers (CCHC) will provide stabilizing services to individuals experiencing homelessness, at risk of homelessness, or housing instability. The program will help individuals access public benefits, including disability income. CCHCC will also provide case management services to these individuals in order to try to address the many complex needs that these clients in our target population are facing.

#### **Champaign County Regional Planning Commission**

- Program: Emergency Family Shelter – Comfort Corner
- Amount: \$175,000
- Source of funds: HUD HOME ARP
- Target Population: Families with minor children who are literally homeless
- Deliverables: 6 – 8 households per night

*Narrative:* ESF Comfort Corner winter overflow will offer a safe and secure place for families with minor children to sleep during winter months when all community apartment style shelter units are at capacity. This overflow space will offer a warm and supportive environment during the evening and overnight hours. Families will check in at a local partnering site before final check in at 7 PM, where intake procedures, including verification of custody and background checks, will take place. Following the check-in process, families will be transported via MTD buses to the shelter location, where they will be provided with a designated space to sleep from 8 PM to 7 AM with final operation clean up and shut down completed by 9AM.

#### **City of Champaign Township (Strides Shelter)**

- Program: Operating & Case Management Services
- Amount: \$180,000
- Source of funds: HUD HOME ARP
- Target Population: Literally homeless
- Deliverables: 480 – 500 unduplicated clients annually

*Narrative:* HHI II funding will support the operational costs associated with Strides shelter, including employee salaries for three (3) case managers, operations, and capacity building costs. Case managers will provide housing navigation and supportive services to Strides' guests, including employment assistance, connections to health and mental health providers, and screenings for all appropriate housing options.

### **Cunningham Township**

- Program: CARES & Bridge to HOME Program
- Amount: \$200,000
- Source of funds: City General Fund
- Target Population: Literally homeless/at-risk of homelessness
- Deliverables: 210 individuals

*Narrative:* HHI II funds will support Cunningham Township's CARES (Cunningham Township Assessment, Response and Emergency Services) and Bridge to Home Programs including Housing Navigation and Supportive Services to serve 160 households representing 210 people (170 adults and 40 children) experiencing homelessness in Champaign County over 20 months. Funding will support expanded street and school outreach including meeting immediate needs and providing intensive and specialized case management and material support to locate, move into, and stabilize in housing.

### **C-U at Home**

- Program: Mattis Ave Mid-Barrier Shelter
- Amount: \$320,000
- Source of funds: Urbana ARPA, HUD HOME ARP
- Target Population: Literally homeless/at-risk of homelessness
- Deliverables: 26 clients (16 men/10 women)

*Narrative:* In collaboration with the Housing Authority of Champaign County and Champaign County, C-U at Home is expanding access to mid-barrier program services at a new location, 1207 S Mattis Champaign IL. This expanded site will provide mid-barrier program services to 16 men and 10 women. C-U at Home will continue to provide services at its 7 homes throughout Champaign-Urbana. Funds will be used to renovate the site.

### **First Followers**

- Program: Wiley/Webber Affordable Housing Developments
- Amount: \$190,000
- Source of funds: IL DCEO
- Target Population: Homeless/at-risk of homelessness/Re-entry
- Deliverables: 5 households

*Narrative:* Rehabilitate one (1) housing unit for affordable homeownership on Wiley Dr. and acquisition of existing property on Webber to create four (4) affordable rental units.

**Hope Village, Inc.**

- Program: Hope Village
- Amount: \$1,000,000
- Source of funds: HUD HOME ARP
- Target Population: Homeless/medically fragile
- Deliverables: 30 affordable rental units created.

*Narrative:* Hope Village Inc is constructing a village of 30 tiny homes for individuals struggling with homelessness. Hope Village is designed for chronically homeless and medically fragile homeless individuals. Residents will receive: 1) non-congregate transitional or permanent supportive housing, depending on their needs, 2) along with intensive case management provided by Champaign County Health Care Consumers staff (CCHCC).

To date, Urbana has given \$850,000 to Hope Village. This came from the ARPA program. The project is also funded through the following sources:

\$1.4 million from the Illinois Department of Commerce and Economic Opportunity (funds administered by the Grants Division)

\$7 million from the Illinois Housing Development Authority

\$1.8 million from Carle

\$1 million from U of I

\$24,000 from Housing Authority of Champaign County

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Healthcare Consumers for Special Populations Outreach & Enrollment**

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

**WHEREAS**, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached 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 and FY 2020-2021 HOME ARP Allocation Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That an Agreement providing \$130,000 in HOME ARP Program funds for the funding of a special populations case management program, operating, and capacity building between the City of Urbana and Champaign County Health Care Consumers, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 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:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana  
and Champaign County Healthcare Consumers for Special Populations Outreach &  
Enrollment**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Special Populations Outreach & Enrollment (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Champaign County Healthcare Consumers., (hereinafter the “**SUBRECIPIENT**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

WITNESSETH

**WHEREAS**, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

**WHEREAS**, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

**WHEREAS**, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

**WHEREAS**, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ Consortium to pay general operating costs; and

**WHEREAS**, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

**WHEREAS**, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

**WHEREAS**, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE I: HOME ARP REQUIREMENTS**

**Section 1: Use of HOME ARP Funds**

Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$100,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.
- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

### Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$10,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

### Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project. Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

## Section 2: Use of HOME ARP Project Requirements

### Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible operating and capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

### List of Documents

The following documents have been added to or made a part hereof by reference:

#### **Exhibit A – Program Scope of Service**

## Section 3: Other PROGRAM Requirements

### A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.

2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT 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, shall 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 SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

D. Air and Water

SUBRECIPIENT agrees to 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.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as

other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

## Section 5: Records and Reports

### A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

## B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbursment of expenses, case management and documentation of household income eligibility.

## Section 6: **Enforcing of Agreement**

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT 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 SUBRECIPIENT to 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 ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ ’s HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.

- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) 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 SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

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

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

### **Section 7: Request for Disbursement of Funds**

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

### **Section 8: Duration of Agreement and Timeliness**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

## ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

## ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any PROGRAM or activity for which SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the



## **ARTICLE V: CONTINGENCIES**

This AGREEMENT, including the provision of funds by the PJ for the PROGRAM as described herein, is contingent upon the availability of HOME ARP funds from the Department of Housing and Urban Development. If HOME ARP funds are discontinued or reduced by HUD for any reason, the PJ's payments to the SUBRECIPIENT may cease or be reduced without advance notice to the SUBRECIPIENT, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the SUBRECIPIENT.

## **ARTICLE VI: ASSIGNMENT**

SUBRECIPIENT shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the PJ.

## **ARTICLE VII: MODIFICATION**

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

## **ARTICLE VIII: EXECUTION OF AGREEMENT**

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

## **ARTICLE IX: PROJECT PUBLICITY**

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

## **ARTICLE X: MONITORING AND EVALUATING**

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

## **ARTICLE XI: INDEMNIFICATION**

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

**ARTICLE XII: SIGNATURE OF AGREEMENT**

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

**PJ:**

**SUBRECIPIENT:**

\_\_\_\_\_  
DeShawn B. William, Mayor

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS )

COUNTY OF CHAMPAIGN                    ) SS  
  )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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 and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

## ATTACHMENT A Scope of Service

### Section 1. Summary

**Organization Name:**

Champaign County Healthcare Consumers

### **Key Objectives and Measurable Outcomes**

**Project: Special Populations Outreach & Enrollment for Public Benefits**

**Description:** CCHCC will provides stabilizing services to individuals experiencing homelessness, at risk of homelessness, or housing instability. The program will help individuals access public benefits, including disability income. CCHCC will also provide case management services to these individuals in order to try to address the many complex needs that these clients in our target population are facing.

**Project Start Date:** 7/1/2025

**Project Completion Date:** 12/31/2026

### **Funding & Source**

\$130,000

U.S. Department of Housing and Urban Development HOME ARP

### **Eligible Expenses**

Operating costs (not to exceed \$20,000)

Capacity building (not to exceed \$10,000)

Case management services

Program delivery

### **Section 2. Project Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q1	\$35,000	\$24,166	\$24,166	\$24,166
2025 Q2	\$35,000	\$24,166	\$24,166	\$48,332
2026 Q3	\$35,000	\$24,166	\$24,166	\$72,498
2026 Q4	\$35,000	\$24,166	\$24,166	\$96,664
2026 Q1	\$36,000	\$16,668	\$16,668	\$113,332
2026 Q2	\$36,000	\$16,668	\$16,668	\$130,000

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner**

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

**WHEREAS**, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached 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 and FY 2020-2021 HOME ARP Allocation Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That an Agreement providing \$175,000 in HOME ARP Program funds for the funding of supportive services, case management, and operating support between the City of Urbana and Champaign County Regional Planning Commission, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 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:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Champaign County Regional Planning Commission for Emergency Shelter for Families Comfort Corner**

THIS Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Emergency Shelter for Families Comfort Corner (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Champaign County Regional Planning Commission., (hereinafter the “**SUBRECIPIENT**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

WHEREAS, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

WHEREAS, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

WHEREAS, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

WHEREAS, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **ARTICLE I: HOME ARP REQUIREMENTS**

### **Section 1: Use of HOME ARP Funds**

#### Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$155,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.
- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

#### Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

## **Section 2: HOME ARP Project Requirements**

### Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

## List of Documents

The following documents have been added to or made a part hereof by reference:

### **Exhibit A – Program Scope of Service**

#### **Section 3: Other PROGRAM Requirements**

##### A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

##### B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

##### C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT 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, shall 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 SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

#### D. Air and Water

SUBRECIPIENT agrees to 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.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### Section 5: Records and Reports

#### A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

## B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as "complete" in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbursment of expenses, case management and documentation of household income eligibility.

## Section 6: Enforcing of Agreement

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT 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 SUBRECIPIENT to 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 ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) 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 SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

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

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

## Section 7: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as

an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

### **Section 8: Duration of Agreement and Timeliness**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

### **ARTICLE II: FINANCIAL RESPONSIBILITY**

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

### **ARTICLE III: CERTIFICATIONS**

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.

- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any PROGRAM or activity for which SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.
- I. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. SUBRECIPIENT shall be liable to perform all acts to the PJ in the same manner as the PJ performs these functions to the Federal government.
- K. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the PJ or its

officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that SUBRECIPIENT shall have no liability for damages or the costs incident thereto caused by the sole negligence of the PJ , or its officers, employees, or agents.

- L. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the PJ .

**ARTICLE IV: NOTICES**

Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE PJ: Breaden Belcher, Manager  
Grants Division  
400 South Vine Street  
Urbana, Illinois 61801

TO THE SUBRECIPIENT: Lisa Benson, Director  
Community Services  
Champaign County Regional Planning Commission  
1776 East Washington Street  
Urbana, Illinois 61802

**ARTICLE V: CONTINGENCIES**

This AGREEMENT, including the provision of funds by the PJ for the PROGRAM as described herein, is contingent upon the availability of HOME ARP funds from the Department of Housing and Urban Development. If HOME ARP funds are discontinued or reduced by HUD for any reason, the PJ's payments to the SUBRECIPIENT may cease or be reduced without advance notice to the SUBRECIPIENT, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the SUBRECIPIENT.

**ARTICLE VI: ASSIGNMENT**

SUBRECIPIENT shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the PJ.

**ARTICLE VII: MODIFICATION**

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

**ARTICLE VIII: EXECUTION OF AGREEMENT**

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

**ARTICLE IX: PROJECT PUBLICITY**

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

**ARTICLE X: MONITORING AND EVALUATING**

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT’S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT’S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

**ARTICLE XI: INDEMNIFICATION**

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

**ARTICLE XII: SIGNATURE OF AGREEMENT**

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

**PJ:**

**SUBRECIPIENT:**

\_\_\_\_\_  
DeShawn B. William, Mayor

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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 and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

## ATTACHMENT A Scope of Service

### Section 1. Summary

#### **Organization Name:**

Champaign County Regional Planning Commission

#### **Key Objectives and Measurable Outcomes**

##### **Project: Emergency Family Shelter – Comfort Corner**

**Description:** ESF Comfort Corner winter overflow will offer a safe and secure place for families with minor children to sleep during winter months when all community apartment style shelter units are at capacity. This overflow space will offer a warm and supportive environment during the evening and overnight hours. Families will check in at a local partnering site before final check in at 7 PM, where intake procedures, including verification of custody and background checks, will take place. Following the check-in process, families will be transported via MTD buses to the shelter location, where they will be provided with a designated space to sleep from 8 PM to 7 AM with final operation clean up and shut down completed by 9AM.

**Project Start Date:** 7/1/2025

**Project Completion Date:** 12/31/2026

#### **Funding & Source**

\$175,000

U.S. Department of Housing and Urban Development HOME ARP

#### **Eligible Expenses**

Capacity building (not to exceed \$20,000)

Salaries/benefits

Consultants/Contracts

Materials/supplies

Travel/Transportation

**Section 2. Project Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q1	\$74,391	\$74,391	\$74,391	\$74,391
2025 Q2	\$61,782	\$61,782	\$61,782	\$136,173
2026 Q3	\$36,902	\$36,902	\$36,902	\$173,075
2026 Q4	\$1,925	\$1,925	\$1,925	\$175,000
2026 Q1				
2026 Q2				

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter**

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

**WHEREAS**, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached 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 and FY 2020-2021 HOME ARP Allocation Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That an Agreement providing \$180,000 in HOME ARP Program funds, for the funding of supportive services, case management, operating, and capacity building support between the City of Urbana and City of Champaign Township in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 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:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and City of Champaign Township for Strides Shelter**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Strides – Supportive Services (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and City of Champaign Township, (hereinafter the “**SUBRECIPIENT**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

WITNESSETH

**WHEREAS**, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

**WHEREAS**, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

**WHEREAS**, the Urbana City Council has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

**WHEREAS**, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ to provide supportive services and program delivery costs for Qualifying Populations (hereinafter the “PROGRAM”); and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations (hereinafter the “PROGRAM”); and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the PJ to pay general operating costs; and

**WHEREAS**, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

**WHEREAS**, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

**WHEREAS**, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE I: HOME ARP REQUIREMENTS**

**Section 1: Use of HOME ARP Funds**

Supportive Service Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$150,000** from its HOME ARP funding allocation to provide eligible supportive services and program delivery costs for Qualifying Populations as described in Attachment A. In carrying out the PROGRAM, the SUBRECIPIENT shall use the funds in accordance with Notice CPD-21-10 and the Urbana HOME Consortium HOME ARP Allocation Plan. Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the program.

- b) Provide the PJ with adequate documentation that all costs charged to the grant are allocable, necessary, and reasonable.

#### Capacity Building Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$10,000** from its HOME ARP funding allocation to develop the capacity of the organization to successfully carry out HOME-ARP services for Qualifying Populations.

Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits.
- Employee training or other staff development that enhances an employee's skill set and expertise.
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all capacity building costs charged to the grant are allocable, necessary, and reasonable.

#### Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project.

Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

## Section 2: Use of HOME ARP Project Requirements

### Project Requirements:

The PJ and SUBRECIPIENT agree that HOME ARP funds provided for supportive services shall only be used for eligible costs described in Notice CPD-21-10 Section VI.D. Administrative costs other than eligible operating and capacity building costs as described in Notice CPD-21-10 Section VI.F are not eligible, and as such will not be reimbursed by the PJ.

All clients served must meet the definition of a Qualifying Population as defined in Notice CPD-21-10 Section IV. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. It is the responsibility of the SUBRECIPIENT to evaluate and document that participants are not receiving duplicative benefits through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

### List of Documents

The following documents have been added to or made a part hereof by reference:

#### **Exhibit A – Program Scope of Service**

## Section 3: Other PROGRAM Requirements

### A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including:

- i. Notification requirements (24 CFR 92.359 (c))
- ii. Bifurcation of lease requirements (24 CFR 92.359 (d))
- iii. VAWA lease term/addendum (24 CFR 92.359 (e))
- iv. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT 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, shall 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 SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

#### D. Air and Water

SUBRECIPIENT agrees to 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.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### Section 5: Records and Reports

#### A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Initial client income verification
- b) Documentation used to request re-imbursement of expenses.
- c) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- d) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- e) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.
- f) If providing financial assistance for rent, the SUBRECIPIENT shall maintain records demonstrating compliance with 42 U.S.C. 4821-4846, 42 U.S.C. 4851-4856, and the implementing regulations at 24 CFR Part 35, subparts A, B, M, and R.
- g) The requirements in CPD 21-10 Section III.H.4 apply to all supportive service activities funded under the terms of the AGREEMENT.

The SUBRECIPIENT shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VIII.B.3 and VIII.F of Notice CPD-21-10 including but not limited to:

- a. Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.
- b. The SUBRECIPIENT's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with Section VIII.H.
- c. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in 24 CFR Part 5, Subpart L.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ 's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Case Management and direct housing assistance projects, records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

#### B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbusement of expenses, case management and documentation of household income eligibility.

### **Section 6: Enforcing of Agreement**

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT 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 SUBRECIPIENT to 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 ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) 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 SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

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

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

### **Section 7: Request for Disbursement of Funds**

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

### **Section 8: Duration of Agreement and Timeliness**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

## **ARTICLE II: FINANCIAL RESPONSIBILITY**

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

## **ARTICLE III: CERTIFICATIONS**

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 24 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under any PROGRAM or activity for which SUBRECIPIENT receives federal financial assistance.

- G. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the PJ , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” as provided in “Attachment 2” and in accordance with the corresponding instructions.

- I. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROGRAM.
- J. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. SUBRECIPIENT shall be liable to perform all acts to the PJ in the same manner as the PJ performs these functions to the Federal government.
- K. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys’ fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the PJ or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that SUBRECIPIENT shall have no liability for damages or the costs incident thereto caused by the sole negligence of the PJ , or its officers, employees, or agents.
- L. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the PJ .



## **ARTICLE X: MONITORING AND EVALUATING**

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

## **ARTICLE XI: INDEMNIFICATION**

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

**ARTICLE XII: SIGNATURE OF AGREEMENT**

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

**PJ:**

**SUBRECIPIENT:**

\_\_\_\_\_  
DeShawn B. William, Mayor

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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 and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**ATTACHMENT A**  
Scope of Service

**Section 1. Summary**

**Organization Name:**

City of Champaign Township – Strides

**Key Objectives and Measurable Outcomes**

**Project: Supportive services/Operating/Capacity building**

**Description:** Grant funding will support the operational costs associated with Strides shelter, including employee salaries for three (3) case managers, operations, and capacity building costs. Case managers will provide housing navigation and supportive services to Strides' guests, including employment assistance, connections to health and mental health providers, and screenings for all appropriate housing options.

**Project Start Date:** 7/1/2024

**Project Completion Date:** 12/31/2026

**Funding & Source**

\$180,000

U.S. Department of Housing and Urban Development HOME ARP

**Eligible Expenses**

Operating costs (not to exceed \$20,000)

Capacity building (not to exceed \$10,000)

- Professional Development
- Training

Supportive services (3 case managers at \$50,000 each)

**Section 2. Project Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q1	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Insurance) 4. Operating Costs (Utilities)	1. 40,384 2. 3,203 3. 6,500 4. 1,750	\$51,837.00	\$51,837.00
2025 Q2	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Utilities)	1. 34,615 2. 3,089 3. 1,750	\$39,454.00	\$39,454.00
2026 Q3	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Utilities)	1. 40,384 2. 1,853 3. 1,750	\$43,987.00	\$43,987.00
2026 Q4	1. Supportive Services Case Management 2. Capacity Building 3. Operating Costs (Insurance) 4. Operating Costs (Utilities)	1. 34,615 2. 1,857 3. 6,500 4. 1,750	\$44,722.00	\$44,722.00



RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Cunningham Township Supervisor’s Office for CARES/Bridge to HOME Program**

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

**WHEREAS**, the CARES/Bridge to Home program operated by Cunningham Township Supervisor’s Office was awarded \$200,000 in City general funds as part of the Housing & Homeless Innovations II Grant Program; and

**WHEREAS**, Cunningham Township Supervisor’s Office has heretofore expressed their intent to operate the CARES/Bridge to Home Program in accordance with City regulations.

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Agreement providing \$200,000 in City general funds to Cunningham Township Supervisor’s Office so as to operate and administer the CARES/Bridge to Home Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. 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 Agreement in substantially the form appended hereto as an exhibit 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between  
the City of Urbana and Cunningham Township Supervisor’s Office for  
CARES / Bridge to HOME Program**

This Housing & Homeless Innovations II Subrecipient Agreement (“Agreement”) is entered as of [DATE], by and between Cunningham Township Supervisor’s Office (“Subrecipient”), with an address of 205 W Green Street, Urbana, IL and the City of Urbana, Illinois (“City”), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively “the Parties.”

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for CARES/Bridge to Home costs through the following understanding:
  - a. **Project Description:** Project Description can be found in Attachment A
  - b. **Project Scope:** Subrecipient shall perform the Scope of Services as defined in Attachment A
  
2. **Funding:** The City will transfer General Funds to SUBRECIPIENT in an amount of up to \$200,000 in support of this assistance beginning in City fiscal year 2026, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. Each release of funds must be preceded by Subrecipient’s submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. Roles and Responsibilities of Subrecipient.
  - a. Subrecipient agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
  - b. Subrecipient will adhere to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
  - c. Subrecipient shall be required to repay the City in the amount of funds that were not spent in accordance with the regulations and requirements specified in this Agreement.
  - d. Subrecipient will submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information will include but is not limited to:
    - i. Quarterly updates on program details
    - ii. Program timeline and status
    - iii. Program impact
    - iv. Expenditure information and status.
    - v. Additional reporting that may be required as applicable to [PROJECT TYPE]. Reporting requirements will be specified by the city.
  - e. Subrecipient will provide to the City, upon reasonable notice, access to and the right to examine such books and records of Subrecipient and will make such reports to the City as the City may reasonably require so that the City may determine whether

there has been compliance with this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

- f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Subrecipient understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of General Funds
- g. Subrecipient will comply with all applicable federal, state or local statutes, ordinances, and regulations.
- h. Subrecipient will not use any of these General Funds for lobbying purposes. General Funds will not be used to influence an officer or employee of any agency, including the City, in connection with any federal, state, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the General Funds provided under this Agreement is prohibited by law, Subrecipient will reimburse the City any amount that is determined to have been spent in violation of the law.
- i. Subrecipient will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of General Funds and this agreement.
- j. Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 3. [PROJECT]

- a. Services: Subrecipient shall undertake activities toward [PROJECT] under the following requirements:
  - i. Subrecipient shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
  - ii. [Project] shall start on project start date provided in Attachment A
  - iii. [Project] shall comply with all additional terms and conditions provided in Attachment A
  - iv. Subrecipient shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

- b. Qualifying Populations: All clients served must meet the definition of a Qualifying Population as described below:
- i. **Homeless**, as defined in 24 CFR 91.5 Homeless (1), (2), or (3): (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals);
  - ii. **At Risk of Homelessness**, as defined in 24 CFR 91.5: An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan; (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42

iii. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

**Domestic violence**, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by: 1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship); 2) A person with whom the victim shares a child in common; 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** which is defined in 24 CFR 5.2003 means violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: a. The length of the relationship; b. The type of relationship; and c. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person's individual safety or the safety of others; or 2) Suffer substantial emotional distress.

**Human Trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22

U.S.C. 7102). These are defined as: 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria: 1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness. 2) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below: (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.



federal regulations and requirements concerning General Funds as well as the requirements specified in this Agreement, Subrecipient will be required to repay the City in the amount of General Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either party.

8. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in HHI II grant funds not being provided. Upon due notice to the SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:
  - a. Direct the SUBRECIPIENT 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 the SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
  - c. Revise the scope of service or budget to remediate the performance deficiency.
  - d. Suspend disbursement of grant funds for affected activities.
  - 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 SUBRECIPIENT of the City's written notice of default. Unless the SUBRECIPIENT's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default. Notices required herein, shall be considered received by the SUBRECIPIENT and the City if delivered in the manner specified in section 15 of the Agreement.

11. **Indemnity.** Subrecipient agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal

fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Subrecipient, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:

- a. The loss of any monies paid to Subrecipient
- b. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by Subrecipient
- c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of Subrecipient or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Subrecipient by register or certified mail. Upon receipt of such notice, Subrecipient at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgement against the City.

12. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery which are not related to or the direct result of a party's negligence or breach.
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
15. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
16. **Assignment:** Subrecipient shall not assign this agreement, nor any part thereof, without the prior written approval of the City.
17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures

as follows:

**THE CITY OF URBANA**

**Subrecipient**

\_\_\_\_\_  
DeShawn B. Williams, Mayor

\_\_\_\_\_  
[SUBRECIPIENT EXECUTIVE]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

\_\_\_\_\_  
Attest

Attachment A  
Scope of Services

**Section 1. Summary**

**Organization Name:**  
Cunningham Township

**Key Objectives and Measurable Outcomes**

**Project: CARES/Bridge to Home**

**Description:** HHI II funds will support CTSO’s CARES (Cunningham Township Assessment, Response and Emergency Services) and Bridge to Home Programs including Housing Navigation and Supportive Services to serve 160 households representing 210 people (170 adults and 40 children) experiencing homelessness in Champaign County over 20 months. Funding will support expanded street and school outreach including meeting immediate needs and providing intensive and specialized case management and material support to locate, move into, and stabilize in housing.

**Project Start Date:** 4/1/2025

**Project Completion Date:** 12/31/2026

**Funding & Source**

\$200,000  
Urbana General Fund

**Eligible Expenses**

Supportive services/housing navigation  
Street outreach  
Program delivery (salaries/benefits)  
Materials/supplies

**Project Budget and Anticipated Timeline**

Time Period	Project Expenses	Eligible Expenses	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q4	\$20,000	\$20,000	\$20,000	\$20,000
2026 Q1	\$30,000	\$30,000	\$30,000	\$50,000
2026 Q2	\$30,000	\$30,000	\$30,000	\$80,000
2026 Q3	\$30,000	\$30,000	\$30,000	\$110,000
2026 Q4	\$30,000	\$30,000	\$30,000	\$140,000
2027 Q1	\$30,000	\$30,000	\$30,000	\$170,000
2027 Q2	\$30,000	\$30,000	\$30,000	\$200,000

## Attachment A Scope of Services

\$200,000 in HHI II funds will support CTSO's CARES (Cunningham Township Assessment, Response and Emergency Services) and Bridge to Home Programs to provide Housing Navigation and Supportive Services to serve 160 households representing 210 people (170 adults and 40 children) experiencing homelessness in Champaign County over 20 months.

Funding will support expanded case management time in the CARES and Bridge to Home teams as well as housing navigation and supportive services including:

- Immediate needs such as food, blankets, clothing, phone and phone service, toiletries, medical supplies and pharmaceuticals not covered under insurance.
- Gas and insurance for CTSO's van to access: emergency shelter, detox, mental health, or medical facilities.
- Transportation assistance: bus pass, vehicle registration, vehicle repair, insurance, transportation to friends or family.
- Family assistance: child care, diapers, formula, safety equipment.
- Income support: education, certification, financial counseling, health, mental health, and/or legal services.
- Housing support: rental application fees, paying off rent and utility arrears, deposit, rent and other move in costs, credit repair activities, paying off fines and fees, record sealing costs, legal costs.

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II  
Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis  
Shelter Operating Support**

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

**WHEREAS**, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached 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 and FY 2020-2021 HOME ARP Allocation Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That an Agreement providing \$20,000 in HOME ARP Program funds, for the funding of operating support for the Mattis Ave Shelter project between the City of Urbana and CU at Home, Inc, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 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:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis Shelter Operating Support**

THIS Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Mattis Shelter Operating Support (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and CU at Home, Inc., (hereinafter the “**SUBRECIPIENT**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

WITNESSETH

**WHEREAS**, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction (hereinafter PJ) by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) PROGRAM funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

**WHEREAS**, the PJ has received HOME ARP funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for Qualifying Populations of Urbana, Champaign, and Champaign County; and

**WHEREAS**, the PJ has adopted a Consolidated Plan for program years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

**WHEREAS**, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

**WHEREAS**, the SUBRECIPIENT has requested HOME ARP funding from the Urbana HOME Consortium to pay general operating costs; and

**WHEREAS**, the SUBRECIPIENT has received HOME ARP funding from the PJ for eligible HOME-ARP activities within 24 months of the award; and

**WHEREAS**, the SUBRECIPIENT desires to serve as a manager of the PROGRAM within the Cities of Champaign and Urbana and Champaign County; and

**WHEREAS**, the PJ has determined that the PROGRAM is eligible for funding under the HOME ARP Program; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met in order to utilize HOME ARP Program funds for the PROJECT in accordance with the Allocation Plan; and

**WHEREAS**, SUBRECIPIENT has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary.
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

**WHEREAS**, SUBRECIPIENT, having been fully informed regarding HOME ARP requirements, is committed to starting the PROGRAM with the assistance of HOME ARP funds on or before December 31, 2026.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **ARTICLE I: HOME ARP REQUIREMENTS**

### **Section 1: Use of HOME ARP Funds**

#### Operating Funds:

The PJ agrees to provide SUBRECIPIENT an amount not to exceed **\$20,000** from its HOME ARP funding allocation to pay general operating costs.

Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOMEARP activity or project. Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits.
- Employee education, training and travel.
- Facility Rent/Utilities.
- Communication costs.
- Taxes/Insurance.
- Equipment, materials, and supplies.

Furthermore, SUBRECIPIENT shall:

- a) Provide the PJ with the budget and financial projection for each program year from the initial start of the PROGRAM to the termination of the agreement.
- b) Provide the PJ with adequate documentation that all operating costs charged to the grant are allocable, necessary, and reasonable.

## **Section 2: Use of HOME ARP Project Requirements**

### Project Completion

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and SUBRECIPIENT has submitted all necessary demographic and financial information to the SUBRECIPIENT.

### List of Documents

The following documents have been added to or made a part hereof by reference:

#### **Exhibit A – Program Scope of Service**

## **Section 3: Other PROGRAM Requirements**

### A. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROGRAM, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.
5. It shall carry out the PROGRAM in accordance with the Affirmative Marketing requirements at 24 CFR § 92. SUBRECIPIENT must submit Affirmative Marketing Plan to the PJ for review and approval prior to the execution of the AGREEMENT.

### B. Conflict of Interest

SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from

the same. SUBRECIPIENT agrees that no members of the governing body of the locality in which SUBRECIPIENT 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, shall 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 SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 PJ, no officer, employee, agent or 92.358 of SUBRECIPIENT, may occupy a HOME ARP-assisted affordable housing unit in a project.

#### Section 4: Records and Reports

##### A. Records

SUBRECIPIENT authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at December 31, 2031). Records to be retained include, but are not limited to:

- a) Documentation used to request re-imbursement of expenses.
- b) Such records and accounts, including PROGRAM records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.
- c) Records supporting exceptions to the conflict-of-interest prohibition pursuant to CPD-21-10 Section VII H.
- d) Any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) Records shall be retained for five (5) years after the project completion date.
- (b) Written agreements must be retained for five (5) years after date of project completion.

- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

In the event the PJ determines that such records are not being adequately maintained by SUBRECIPIENT, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

## B. Reports

SUBRECIPIENT agrees to submit to the PJ performance reports on a quarterly basis in accordance with CPD-21-10 VIII.G.4. Quarterly reports must be submitted in the manner prescribed by the PJ.

SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after project has been marked as “complete” in IDIS (estimated at December 31, 2031). Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imburement of expenses, case management and documentation of household income eligibility.

## Section 5: Enforcing of Agreement

A default shall consist of any use of HOME ARP funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP guidelines as outlined CPD-21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP funds not being provided. Upon due notice to SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct SUBRECIPIENT 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 SUBRECIPIENT to 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 ARP PROGRAM funds for the activities;
- (d) Re-program HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP PROGRAM funds;
- (e) Direct the SUBRECIPIENT to reimburse the PJ 's HOME ARP accounts in any amount not used in accordance with the requirements of CPD-21-10.
- (f) Suspend disbursement of HOME ARP funds for affected activities.
- (g) 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 SUBRECIPIENT of the PJ 's written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

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

Notices required herein, shall be considered received by the SUBRECIPIENT and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

**Section 6: Request for Disbursement of Funds**

SUBRECIPIENT shall not request disbursement of HOME ARP funds until HOME ARP funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to SUBRECIPIENT within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "SUBRECIPIENT". All monies granted to SUBRECIPIENT pursuant to this AGREEMENT shall be expended no later than December 31, 2026. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

**Section 7: Duration of Agreement and Timeliness**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and [SUBRECIPIENT]. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026 and such deadline shall not be subject to amendment.

**ARTICLE II: FINANCIAL RESPONSIBILITY**

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein.

The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the SUBRECIPIENT's compliance with the terms and conditions of performance outlined in this AGREEMENT.

### ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this AGREEMENT.

- A. SUBRECIPIENT possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROGRAM as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROGRAM in accordance with HOME ARP PROGRAM regulations promulgated at 24 CFR Part 92.
- D. SUBRECIPIENT agrees that services provided under the terms of this AGREEMENT shall be limited to Qualifying Populations.
- E. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. SUBRECIPIENT shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.
- F. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any PROGRAM or activity for which SUBRECIPIENT receives federal financial assistance.
- G. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- H. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency



and Urban Development. If HOME ARP funds are discontinued or reduced by HUD for any reason, the PJ's payments to the SUBRECIPIENT may cease or be reduced without advance notice to the SUBRECIPIENT, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the SUBRECIPIENT.

#### **ARTICLE VI: ASSIGNMENT**

SUBRECIPIENT shall not assign this AGREEMENT, nor any part thereof, without prior written approval of the PJ.

#### **ARTICLE VII: MODIFICATION**

No modification of this AGREEMENT shall be effective unless in writing and executed by the parties hereto.

#### **ARTICLE VIII: EXECUTION OF AGREEMENT**

This AGREEMENT shall be binding upon the PJ and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed by the Mayor of Urbana and attested by the City Clerk.

#### **ARTICLE IX: PROJECT PUBLICITY**

Any news release or other type of publicity pertaining to the work performed pursuant to this AGREEMENT must recognize PJ as a Subrecipient, funded by HUD.

#### **ARTICLE X: MONITORING AND EVALUATING**

The PJ shall be responsible for monitoring and/or evaluating all aspects of the services provided by SUBRECIPIENT under this AGREEMENT. The PJ shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the PJ or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the SUBRECIPIENT'S performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

#### **ARTICLE XI: INDEMNIFICATION**

SUBRECIPIENT shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT.
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT.
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

**ARTICLE XII: SIGNATURE OF AGREEMENT**

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

**PJ:**

**SUBRECIPIENT:**

\_\_\_\_\_  
DeShawn B. William, Mayor

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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 and delivered the said instrument as his free and voluntary act in his capacity as Chief Executive Officer of SUBRECIPIENT, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**ATTACHMENT A  
Scope of Service**

**Section 1. Summary**

**Organization Name:**

C-U at Home, Inc

**Key Objectives and Measurable Outcomes**

**Project: Mattis Ave Mid-Barrier Shelter**

**Description:** In collaboration with the Housing Authority of Champaign County and Champaign County, C-U at Home is expanding access to mid-barrier program services at a new location, 1207 S Mattis Champaign IL. This expanded site will provide mid-barrier program services to 16 men and 10 women. C-U at Home will continue to provide services at its 7 homes throughout Champaign-Urbana. Funds will be used to renovate the site.

**Project Start Date:** 7/1/2025

**Project Completion Date:** 12/31/2026

**Funding**

\$20,000

U.S. Department of Housing & Urban Development HOME ARP

**Eligible Expenses**

Operating costs (not to exceed \$20,000)

**Project Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q1 – July-Sept	\$20,000 Op	Occupancy/lease  Audit	\$20,000	\$20,000

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. For Mattis Shelter Rehabilitation**

**WHEREAS**, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

**WHEREAS**, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

**WHEREAS**, the City of Urbana allocated \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury’s *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

**WHEREAS**, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

**WHEREAS**, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

**WHEREAS**, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

**WHEREAS**, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

**WHEREAS**, the Mattis Ave Shelter Rehabilitation project by CU at HOME, Inc. was awarded \$300,000 as part of the Housing & Homeless Innovations II Grant Program.

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

**Section 1.** That an Agreement providing \$300,000 in ARPA SLFRF funds, for the purpose of Mattis Ave Shelter Rehabilitation, undertaken by CU at Home, Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

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

\_\_\_\_\_  
DeShawn B Williams, Mayor

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II  
Subrecipient Agreement Between the City of Urbana and CU at Home, Inc. for Mattis  
Shelter Rehabilitation**

This Housing & Homeless Innovations II Subrecipient Agreement (“Agreement”) is entered as of [DATE], by and between the CU AT HOME, Inc. (“Subrecipient”) with an address of 309 S Neil St, Champaign, IL 61820 and the City of Urbana, Illinois (“City”), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively “the Parties.”

**WHEREAS**, The City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

**WHEREAS**, The City is authorized by Section 603(c)(1)([A/B/C/D]) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to provide assistance to households and individuals through the development, repair, and operation of affordable housing and services or programs to increase long-term housing security; and

**WHEREAS**, C-U AT HOME is a 501 (c) 3 Non-Profit Organization providing shelter and services to individuals and households experiencing homelessness; and

**WHEREAS**, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in expanding shelter opportunities for individuals and households experiencing homelessness.

**NOW THEREFORE**, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Mattis Ave Shelter Expansion costs through the following understanding:
  - a. **Project Description:** Project Description can be found in Attachment A
  - b. **Project Scope:** Subrecipient shall perform the Scope of Services as defined in Attachment A
  - c. **Funding:** The City will transfer ARPA funds to subrecipient in an amount of up to \$300,000 in support of this assistance beginning in City fiscal year 2026, according to the projected budget in Attachment A. The release of funds must be preceded by Subrecipient’s submission of a quarterly Reporting Form, along with any required documentation, as proscribed by the City.
2. **Roles and Responsibilities of SUBRECIPIENT.**
  - a. Subrecipient agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
  - b. SUBRECIPIENT will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
  - c. SUBRECIPIENT shall be required to repay the City in the amount of ARPA funds

that were not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

- d. SUBRECIPIENT will submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information will include but is not limited to:
  - i. Quarterly updates on program details
  - ii. Program timeline and status
  - iii. Program impact
  - iv. Expenditure information and status.
  - v. Additional reporting that may be required as applicable to [PROJECT TYPE]. Reporting requirements will be specified by the city.
  
- e. Subrecipient will provide to the City, upon reasonable notice, access to and the right to examine such books and records of SUBRECIPIENT and will make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA funds. All reports and records related to the project must be maintained for the required period of time, according to applicable federal and state laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  
- f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. SUBRECIPIENT understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
  
- g. Subrecipient will comply with all applicable federal, state or local statutes, ordinances, and regulations.
  
- h. Subrecipient will not use any of these ARPA Funds for lobbying purposes. ARPA funds will not be used to influence an officer or employee of any agency, including the City, in connection with any federal, state, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, SUBRECIPIENT will reimburse the City any amount that is determined to have been spent in violation of the law.
  
- i. Subrecipient will enforce all applicable terms and requirements of this agreement

with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA funds and this agreement.

- j. Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 3. [PROJECT]

- a. Services: subrecipient shall undertake activities toward project under the following requirements:
  - i. Subrecipient shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
  - ii. Project shall start on project start date provided in Attachment A
  - iii. Project shall comply with all additional terms and conditions provided in Attachment A
  - iv. Subrecipient shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.
- b. Qualifying Populations: All clients served must meet the definition of a Qualifying Population as described below:
  - i. **Homeless**, as defined in 24 CFR 91.5 Homeless (1), (2), or (3): (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals);
  - ii. **At Risk of Homelessness**, as defined in 24 CFR 91.5: An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-

income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan; (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

- iii. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**, as defined by HUD. For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

**Domestic violence**, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by: 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship); 2) A person with whom the victim shares a child in common; 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or 5) Any other person against an adult or youth

victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** which is defined in 24 CFR 5.2003 means violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: a. The length of the relationship; b. The type of relationship; and c. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent

**Stalking** which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person's individual safety or the safety of others; or 2) Suffer substantial emotional distress.

**Human Trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as: 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria: 1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness. 2) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below: (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (A) Has moved because of economic reasons two or more times during the 60 days

immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

- iv. **Veterans and Families that include a Veteran Family Member** that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.
- v. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

- c. Oversight: The project activities shall be overseen by the subrecipient *and include the following responsibilities:*
  - i. Review reports and program adherence.
  - ii. Review significant changes in programs and discusses with the City prior to request for approval and implementation.

#### 4. **Roles and Responsibilities of the City.**

- a. The City shall provide ARPA Funds to SUBRECIPIENT in the amount of up to \$300,000, in the form of one upfront payment: available beginning July 1, 2025.
- b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.
- c. The City is not responsible in any way for the operations of SUBRECIPIENT.

#### 5. **Notices**

- a. Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY:

City of Urbana  
Grants Division  
400 South Vine Street

Urbana, Illinois 61801

TO THE SUBRECIPIENT:

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Subrecipient shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable federal or state law (typically 5 years).
7. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, SUBRECIPIENT shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if SUBRECIPIENT does not spend the ARPA Funds in accordance with the federal regulations and requirements concerning ARPA funds as well as the requirements specified in this Agreement, SUBRECIPIENT will be required to repay the City in the amount of ARPA funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either party.
8. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in HHI II grant funds not being provided. Upon due notice to the Subrecipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:
  - a. Direct the Subrecipient 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 the Subrecipient to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
  - c. Revise the scope of service or budget to remediate the performance deficiency.

- d. Suspend disbursement of grant funds for affected activities.
- 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 Subrecipient of the City's written notice of default. Unless the Subrecipient's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default. Notices required herein, shall be considered received by the SUBRECIPIENT and the City if delivered in the manner specified in section 15 of the Agreement.

11. **Indemnity.** Subrecipient agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by SUBRECIPIENT, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
- a. The loss of any monies paid to Subrecipient
  - b. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by Subrecipient
  - c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of Subrecipient or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Subrecipient by register or certified mail. Upon receipt of such notice, Subrecipient at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgement against the City.

12. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery which are not related to or the direct result of a party's negligence or breach.
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise

of that right, power or privilege or the exercise of any other right, power or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
  
16. **Assignment:** Subrecipient shall not assign this agreement, nor any part thereof, without the prior written approval of the City.
  
17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
  
18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**CITY OF URBABA**

**SUBRECIPIENT**

---

DeShawn B. Williams, Mayor

---

Title

---

Darcy E. Sandefur, City Clerk

---

Attest

**Section 1. Summary**

**Organization Name:**

C-U at Home, Inc

**Key Objectives and Measurable Outcomes**

**Project: Mattis Ave Mid-Barrier Shelter**

**Description:** In collaboration with the Housing Authority of Champaign County and Champaign County, C-U at Home is expanding access to mid-barrier program services at a new location, 1207 S Mattis Champaign IL. This expanded site will provide mid-barrier program services to 16 men and 10 women. C-U at Home will continue to provide services at its 7 homes throughout Champaign-Urbana. Funds will be used to renovate the site.

**Project Start Date:** 7/1/2025

**Project Completion Date:** 12/31/2026

**Funding**

\$300,000

City of Urbana ARPA

**Eligible Expenses**

Renovation/rehabilitation hard costs

Design/engineering costs

**Project Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>ARPA Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q1 – July-Sept	\$300,000 Cap	Capital	\$300,000	\$300,000
2025 Q2 Oct - Dec				
2026 Q3 Jan - Mar				
2026 Q4				
2026 Q1				
2026 Q2				

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley Affordable Rental Housing Development**

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

**WHEREAS**, the State of Illinois awarded a grant (“Grant”) to the City for the purpose of furthering affordable housing; and

**WHEREAS**, the City accepted the Grant on the terms and conditions provided by the State of Illinois.

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

**Section 1.** That an Agreement providing \$190,000 in State of Illinois DCEO funds to First Followers., so as to rehabilitate two housing units to be used as affordable rental housing in substantially the same form of the said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 Agreement in substantially the form appended hereto as an exhibit 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 \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_  
Deshawn B. Williams, Mayor

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II  
Subrecipient Agreement Between the City of Urbana and First Followers for Webber/Wiley  
Affordable Rental Housing Development**

This Housing & Homeless Innovations II Subrecipient Agreement (hereinafter the “**AGREEMENT**”) for Webber/Wiley Affordable Rental Housing Development (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the “**CITY**”) and First Followers, (hereinafter the “**SUBRECIPIENT**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Webber/Wiley Affordable Rental Housing Development costs through the following understanding:
  - a. **Project Description:** Rehabilitate one (1) housing unit for affordable homeownership on Wiley Dr. and acquisition of existing property on Webber to create four (4) affordable rental units.
  - b. **Project Scope:** shall perform the Scope of Services as Defined in Attachment A
2. **Funding:** The City grants to SUBRECIPIENT and SUBRECIPIENT hereby accepts a grant in an amount of up to \$190,000 in support of this assistance beginning in City fiscal year 2026, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. Each release of funds must be preceded by SUBRECIPIENT’s submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. Roles and Responsibilities of SUBRECIPIENT.
  - a. SUBRECIPIENT agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
  - b. SUBRECIPIENT will adhere to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
  - c. SUBRECIPIENT shall be required to repay the City in the amount of funds that were not spent in accordance with the regulations and requirements specified in this Agreement.
  - d. SUBRECIPIENT will submit reporting information to the City as required by the Illinois Department of Commerce and Economic Opportunity upon request of the City. Information will include but is not limited to:
    - i. Quarterly updates on program details
    - ii. Program timeline and status
    - iii. Program impact
    - iv. Expenditure information and status.
    - v. Additional reporting that may be required as applicable to [PROJECT TYPE]. Reporting requirements will be specified by the city.

- e. SUBRECIPIENT will provide to the City, upon reasonable notice, access to and the right to examine such books and records of SUBRECIPIENT and will make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. SUBRECIPIENT understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of DCEO funds.
- g. SUBRECIPIENT will comply with all applicable federal, state or local statutes, ordinances, and regulations.
- h. SUBRECIPIENT will not use any of the funds provided under the terms of this Agreement for lobbying purposes. Funds will not be used to influence an officer or employee of any agency, including the City, in connection with any federal, state, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the DCEO funds provided under this Agreement is prohibited by law, SUBRECIPIENT will reimburse the City any amount that is determined to have been spent in violation of the law.
- i. SUBRECIPIENT will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to the the expenditure of grant funds under the terms of this Agreement.
- j. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 3. PROJECT

- a. Services: SUBRECIPIENT shall undertake activities toward PROJECT under the following requirements:
  - i. SUBRECIPIENT shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
  - ii. PROJECT shall start on project start date provided in Attachment A

- iii. PROJECT shall comply with all additional terms and conditions provided in Attachment A
  - iv. SUBRECIPIENT shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.
- b. Qualifying Populations: All clients served must meet the definition of a Qualifying Population as described below:
- i. **Homeless**, as defined in 24 CFR 91.5 Homeless (1), (2), or (3): (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals);
  - ii. **At Risk of Homelessness**, as defined in 24 CFR 91.5: An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan; (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of

2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42)

- iii. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**, as defined by HUD. For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

**Domestic violence**, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by: 1) A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship); 2) A person with whom the victim shares a child in common; 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** which is defined in 24 CFR 5.2003 means violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: a. The length of the relationship; b. The type of relationship; and c. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) Fear for the person’s individual safety or the safety of others; or 2)

Suffer substantial emotional distress.

**Human Trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as: 1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or 2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria: 1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness. 2) At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below: (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated



City an accounting of the DCEO funds and shall remit unspent DCEO funds to the City. Additionally, if [SUBRECIPIENT] does not spend the DCEO in accordance with the federal regulations and requirements concerning DCEO as well as the requirements specified in this Agreement, [SUBRECIPIENT] will be required to repay the City in the amount of DCEO that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either party.

8. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in HHI II grant funds not being provided. Upon due notice to the SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:
  - a. Direct the SUBRECIPIENT 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 the SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
  - c. Revise the scope of service or budget to remediate the performance deficiency.
  - d. Suspend disbursement of grant funds for affected activities.
  - 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 SUBRECIPIENT of the City's written notice of default. Unless the SUBRECIPIENT's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default. Notices required herein, shall be considered received by the SUBRECIPIENT and the City if delivered in the manner specified in section 15 of the Agreement.

11. **Indemnity.** SUBRECIPIENT agrees to indemnify and hold harmless the City, its

respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by SUBRECIPIENT, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:

- a. The loss of any monies paid to SUBRECIPIENT
- b. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT
- c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to SUBRECIPIENT by register or certified mail. Upon receipt of such notice, SUBRECIPIENT at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgement against the City.

12. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery which are not related to or the direct result of a party's negligence or breach.
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
15. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
16. **Assignment:** SUBRECIPIENT shall not assign this agreement, nor any part thereof, without the prior written approval of the City.
17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**CITY OF URBABA**

**SUBRECIPIENT**

\_\_\_\_\_  
DeShawn B. Williams, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

\_\_\_\_\_  
Attest

Attachment A  
Scope of Service

**Section 1. Summary**

**Organization Name:**

First Followers

**Key Objectives and Measurable Outcomes**

**Project 1:** Rehabilitate one (1) housing unit for affordable homeownership (Wiley Project)

**Description:** Complete rehabilitation of 1407 Wiley Drive. Up to \$30,000 in grant funds will be used to complete sanitary sewer line and other repairs. Unit will be sold to income eligible homeowner under 10-year affordability period.

**Project Start Date:** 7/1/2024

**Project Completion Date:** 7/1/2026

**Project 2:**

Acquisition/Rehabilitation of one (1) housing unit for affordable rental (Webber Project)

**Description:** Acquire existing property at 115 N Webber to create four (4) affordable rental units.

**I. Participant Referral and Eligibility**

Applicant must:

- A) Be at least 18 years of age.
- B) Have the capacity to increase self-sufficiency within two years.
- C) At the time of application:
  - Reside or work in Champaign County and
  - Be homeless or be at imminent risk of becoming homeless or homeless by HUD standards and special needs.
- D) Meet income guidelines - The definition of income established for the Section 8 Program at 24 CFR Part 5 shall be used when determining income eligibility for the housing program. A household's annual income must not exceed 60 percent of the median family income for the area, as determined and made available by HUD.
  - Income certification will be completed at program entry and annually thereafter.
  - With respect to tenant-based rental assistance, not less than 90 percent of the families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD. The remainders of the families receiving such rental assistance are households that qualify as low-income families. A household qualifies as low income if its annual gross income does not exceed the Section 8 Low Income limit (generally 80 percent of the area median income).
- E) Supply information about the family's income, assets, and other family circumstances that affect eligibility and the amount of the Tenant's share.
- F) Cooperate fully with annual and interim re-examinations.

- G) Must not be receiving any subsidy for rent through any other program (i.e. Section 8).
- H) Have the ability to have necessary utilities turned on in their name.

**II. Application Process**

- A) The landlord will conduct a brief client screening for interested parties to assess basic eligibility for the program. This information will be used to add applicants to the program's waiting list.
- B) The waiting list is maintained by property's landlord.
- C) The landlord will utilize the program's waiting list to contact applicants to complete the Tenant Based Rental Assistance -Intake Application by appointment. **Note: Preference will be given to those living in transitional housing, currently homeless, or those at risk of becoming homeless.**
- D) The landlord will make the final determination when income documentation is completely and correctly filled out.

**III. Tenant Selection**

- A) Preference is given to applicants who are currently homeless, or is at imminent risk of becoming homeless. Remaining waiting list entries will be served on a first-come-first-serve basis.
- B) The landlord reviews the application and if approved an approval letter will be generated.
- C) C) If not approved, a Denial letter is generated by the landlord. This information will be placed on a turn-away-tracking-list.
- D) If additional information is needed to determine eligibility, the landlord will work with the applicant to obtain necessary documentation. An additional five (5) business days will be granted for the applicant to return the necessary documentation.

**Project Start Date:** 6/1/2025

**Project Completion Date:** 12/31/2026

**Funding & Source**

\$190,000

IL Department of Commerce & Economic Opportunity

**Eligible Expenses**

Property acquisition

Housing rehabilitation activities

**Project 1 Budget and Anticipated Timeline**

Time Period	Project Expense	Eligible Expense	Quarterly Funding Amount	Cumulative Reimbursement
2025 Q3 (January – March)	\$30,895	\$30,000	\$30,000	
2025 Q1				

**Project 2 Budget and Anticipated Timeline**

<b>Time Period</b>	<b>Project Expenses</b>	<b>Eligible Expenses</b>	<b>Quarterly Funding Amount</b>	<b>Cumulative Reimbursement</b>
2025 Q4 (April - June)				
2025 Q1				
2025 Q2				
2026 Q3				
2026 Q4				
2026 Q1				
2026 Q2 (October – December)	\$160,000	\$160,000	\$160,000	

RESOLUTION NO. \_\_\_\_\_

**A Resolution Approving and Authorizing a Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village**

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

**WHEREAS**, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached 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 and FY 2020-2021 HOME ARP Allocation Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That an Agreement providing \$1,000,000 in HOME ARP Program funds, for the construction of 30 tiny homes for individuals experiencing homelessness between the City of Urbana and Hope Village, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** 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 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:

ABSTAINED:

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**Housing & Homeless Innovations II Subrecipient Agreement Between the City of Urbana and Hope Village Inc. for Hope Village Tiny Homes**

THIS Developer Agreement (hereinafter the “**AGREEMENT**”) for Hope Village Tiny Homes (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Hope Village, Inc. (hereinafter the “**OWNER/DEVELOPER**”) on \_\_\_\_\_ (hereinafter “**DATE**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a PJ by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (Hereinafter the “National Affordable Housing Act”); and

WHEREAS, the Urbana HOME Consortium has received HOME ARP Program funds from HUD to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability for low-income residents of Urbana, Champaign, and Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “Consolidated Plan”) in accordance with an Intergovernmental Agreement Concerning Administration of a HOME Investment Partnerships Program grant known as the Urbana HOME Consortium, executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the Urbana City Council has adopted a HOME ARP Allocation Plan (hereinafter the “Allocation Plan”) in accordance with Notice CPD-21-10 executed by Mayor Diane Wolfe Marlin on behalf of the City on March 3, 2022; and

WHEREAS, OWNER/DEVELOPER. has requested HOME ARP funding from the PJ to construct affordable rental housing for HOME ARP Qualifying Populations (hereinafter the “PROJECT”); and

WHEREAS, OWNER/DEVELOPER desires to serve as the DEVELOPER/MANAGER of the PROJECT located at \_\_\_\_\_, \_\_\_\_\_, Champaign County; and

WHEREAS, the PJ has determined that the PROJECT is eligible for funding under the HOME ARP Program; and

WHEREAS, OWNER/DEVELOPER has demonstrated sufficient funding to ensure feasibility and habitability of the same number of units for the remainder of the Restricted Use Period with affordability and lease protection of the tenants under HOME ARP Rental Housing; and

WHEREAS OWNER/DEVELOPER. been fully informed regarding all requirements or obligations that must be met by the PROJECT. in order to utilize HOME ARP Program funds the PROJECT in accordance with the Urbana HOME Consortium Allocation Plan; and

WHEREAS, OWNER/DEVELOPER. has been fully informed regarding the requirement that all participating households must meet the HOME ARP Qualifying Populations eligibility criteria as follows;

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, OWNER/DEVELOPER having been fully informed regarding the requirements of the HOME ARP Program, is committed to initiating the PROJECT with the assistance of HOME ARP Program funds on or before December 31, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE I: HOME ARP REQUIREMENTS**

**Section 1: Use of HOME ARP Funds**

The PJ agrees to provide OWNER/DEVELOPER an amount not to exceed **\$1,000,000** from its Federal Fiscal Year 2021-2022 HOME ARP for the PROJECT. OWNER/DEVELOPER shall use the Funds in accordance with the HOME program requirements outlined in 24 CFR Part 92 and the HOME ARP guidelines in CPD Notice 21-10 Section VI Subpart E in carrying out the PROJECT in the manner described below:

For purposes of this AGREEMENT, project completion means that the final drawdown has been disbursed for the project and the OWNER/DEVELOPER has received a certification of occupancy for the PROJECT from the PJ.

**Section 3: HOME ARP Project Requirements**

Project Requirements:

The PJ and OWNER/DEVELOPER agree that HOME ARP funds provided by the PJ will be used solely for activities and costs that are determined to be eligible per CPD Notice 21-10 Section VI Subpart B including:

- a. Development hard costs – defined in 24 CFR 92.206(a).
- b. Related soft costs – defined in 24 CFR 92.206(d).

Operating costs are ineligible, and as such will not be reimbursed by the PJ.

Units funded by the AGREEMENT may only be occupied by households that meet the criteria for one or more of the Qualifying Populations as outlined in the Allocation Plan. Preferences for clients with specific special needs cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

In order to ensure that all Qualified Populations are eligible, and that HOME-ARP-funded programming is in compliance with HOME-ARP guidance, OWNER/DEVELOPER will use its own specific application process. These applications will follow a first-come, first-served process for qualified applicants, with the exception of the two preference populations (Homeless and At-Risk of Homelessness) being moved to the top of the list.

#### Property and Habitability Standards:

For new construction projects, all units and common areas must meet the applicable State and local codes, ordinances, and requirements upon project completion in accordance with 24 CFR 92.251 (a).

The OWNER/DEVELOPER must comply with on-site inspections by the PJ during construction, and at project completion. The PJ or its representatives must have access to the property at project completion to ensure it meets property standards at least annually. Any deficiencies found during the compliance period inspections must be corrected immediately. OWNER/DEVELOPER must allow for re-inspection to verify deficiency has been corrected within 14 days.

#### Restricted Use Period:

The OWNER/DEVELOPER must comply with HOME-ARP requirements during the restricted use period established in the HOME-ARP Notice.

#### **Restricted Use Period: 15 years**

#### List of Documents

The following documents have been added to or made a part hereof by reference:

- Exhibit A – Project Description**
- Exhibit B – Project Schedule**
- Exhibit C – Parcel Description**
- Exhibit D – Sources and Uses**
- Exhibit E – Standard Form-LLL, “Disclosure Form to Report Lobbying”**
- Exhibit F – Quarterly Reporting Form**

#### **Section 4: Other PROJECT Requirements**

##### A. Non-discrimination and Equal Opportunity

OWNER/DEVELOPER agrees that there shall be no discrimination against any person who is employed in carrying out the PROJECT, or against any applicant for such employment, because

of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

OWNER/DEVELOPER further agrees to the following:

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the PJ and HUD.
2. It shall furnish the PJ and HUD with information as they may require for the supervision of such compliance and will otherwise assist the PJ and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the PJ, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Violence Against Women Act (VAWA)

The SUBRECIPIENT must operate the PROGRAM in accordance with the VAWA requirements at 24 CFR 92.359 including;

1. Notification requirements (24 CFR 92.359 (c))
2. Bifurcation of lease requirements (24 CFR 92.359 (d))
3. VAWA lease term/addendum (24 CFR 92.359 (e))
4. SUBRECIPIENT's responsibility related to emergency transfer plan requirements (24 CFR 92.359 (g))

C. Conflict of Interest

OWNER/DEVELOPER guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. OWNER/DEVELOPER agrees that no members of the governing body of the locality in which OWNER/DEVELOPER 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, shall 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 U.S. Department and Housing and Urban Development ("HUD"),

OWNER/DEVELOPER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of OWNER/DEVELOPER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME ARP funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME ARP-assisted activities, may obtain a financial interest or benefit from the HOME ARP-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, 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 PJ, no officer, employee, agent or consultant of C-U at Home, may occupy a HOME ARP-assisted NCS unit.

D. Air and Water

OWNER/DEVELOPER agrees to 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.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

E. Section 3

OWNER/DEVELOPER 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 ARP 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.

F. Davis-Bacon

If PROJECT consists of 12 or more HOME ARP assisted units, OWNER/DEVELOPER shall comply with Davis-Bacon Act (40 U.S.C. 276a – 276a-5), as amended. PJ shall be responsible for Davis-Bacon monitoring to ensure compliance.

G. Minority Outreach

The OWNER/DEVELOPER must ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of title 2 Code of Federal Regulations describes actions to be taken to assure that minority business enterprises and women business enterprises are used when possible, in the procurement of property and services.

**Section 5: Records and Reports**

A. Records

OWNER/DEVELOPER authorizes the PJ and HUD to conduct on-site reviews and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. OWNER/DEVELOPER will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion. Records to be retained include, but are not limited to: case management, Qualifying Population documentation, and source documentation, and documentation used to request re-imburement of expenses. OWNER/DEVELOPER shall maintain such records and accounts, including project records, project records; financial records; equal opportunity records; records demonstrating eligibility of program participants in accordance with CPD 21-10 Section IV.; record keeping requirements of CPD-21-10 Section VIII.F2;

records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to CPD-21-10 Section VII; and any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME ARP Funds.

The OWNER/DEVELOPER shall also maintain records demonstrating compliance with the requirements of 24 CFR 92.353 and the provisions of Section VII.F of Notice CPD-21-10 regarding displacement, relocation, and real property acquisition, including but not limited to:

- i. Project occupancy lists identifying the name and address of all persons occupying the real property on the date described in 24 CFR 92.353(c)(2)(i)(A), moving into the property on or after the date described in 24 CFR 92.353(c)(2)(i)(A), and occupying the property upon completion of the project;
- ii. lists of all individuals or families occupying hotels and motels and other nonresidential properties acquired, rehabilitated, and/or demolished and newly constructed to become HOME-ARP NCS or HOME-ARP rental housing that qualify for assistance under this Notice as members of a qualifying population, as well as records indicating whether such persons were assisted by the HOMEARP program by the PJ following the closure of the nonresidential properties because of HOME-ARP activities;
- iii. lists of all individuals or families occupying HOME-ARP NCS that were converted during the required use period that qualify for assistance under this Notice, as well as records indicating whether moving costs or advisory services were provided as part of HOME-ARP administrative costs or under the HOMEARP supportive services activity in Section VI.D of this Notice, and records indicating whether such persons were assisted by the HOME-ARP program by the PJ following the conversion of the HOME-ARP NCS units;

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the PJ, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. OWNER/DEVELOPER will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The PJ 's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. OWNER/DEVELOPER shall retain all records and supporting documentation applicable to this AGREEMENT.

In the event the PJ determines that such records are not being adequately maintained by GRANTEE, the PJ may cancel this AGREEMENT in accordance with Article I Section 6 and Article II herein.

**B. Reports**

OWNER/DEVELOPER agrees to submit to the PJ performance reports on a quarterly basis in the manner prescribed by the PJ in accordance with CPD-21-10 VIII.G.4.

OWNER/DEVELOPER will ensure that all documents related to these reports shall be kept for a period of five (5) years after project’s restricted use period has been completed.

Records to be retained include but are not limited to receipts and invoices for materials, supplies, and services; documentation used to request re-imbursement of expenses, case management and documentation of household income eligibility.

**Section 6: Enforcing of Agreement**

A default shall consist of any use of HOME ARP Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME ARP Program guidelines as outlined in CPD 21-10, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME ARP Program funds in a timely manner, or a misrepresentation in the application submission which, if known by PJ and/or HUD, would have resulted in HOME ARP Program funds not being provided. Upon due notice to OWNER/DEVELOPER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the PJ may take one or more of the following actions:

- (a) Direct OWNER/DEVELOPER 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 OWNER/DEVELOPER to 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 ARP Program funds for the activities;
- (d) Reprogram HOME ARP funds that have not yet been expended from affected activities to other eligible activities or withhold HOME ARP Program funds;
- (e) Direct the OWNER/DEVELOPER to reimburse the PJ’s HOME ARP Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME ARP Program funds for affected activities;
- (g) 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 OWNER/DEVELOPER of the PJ’s written notice of default. No delay or omission by PJ and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right or remedy or constitute a waiver or acquiescence in any OWNER/DEVELOPER default.

Unless the GRANTEE’s default is waived, the PJ may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the PJ of GRANTEE’s default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the OWNER/DEVELOPER and the PJ if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

**Section 7: Request for Disbursement of Funds**

OWNER/DEVELOPER shall request disbursement of HOME ARP funds only when HOME ARP funds are needed to pay eligible costs related to the PROJECT, not more than once per quarter. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as an invoice or performance-progress reports. The PJ shall make payment to OWNER/DEVELOPER within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted.

All monies granted to OWNER/DEVELOPER pursuant to this AGREEMENT shall be expended by **December 31, 2026**. In the event that all funds are not disbursed, the remaining balance shall be retained by the City of Urbana to be reprogrammed for other eligible HOME ARP activities.

**Section 8: Duration of Agreement**

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until December 31, 2026.

**ARTICLE II: FINANCIAL RESPONSIBILITY**

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROJECT in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the GRANTEE’s compliance with the terms and conditions of performance outlined in this AGREEMENT.

**ARTICLE III: CERTIFICATIONS**

OWNER/DEVELOPER represents the following with respect to this AGREEMENT.

- A. OWNER/DEVELOPER possesses legal authority to receive HOME ARP funds from the PJ and to undertake and execute the PROJECT as described herein.
- B. The governing body of OWNER/DEVELOPER has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein, and directing and designating the authorized representative of OWNER/DEVELOPER to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. The GRANTEE, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME ARP Program regulations promulgated at Notice CPD-21-10.
- D. OWNER/DEVELOPER shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROJECT. OWNER/DEVELOPER agrees to maintain financial records in accordance with applicable Federal guidelines 2 CFR Part 200. OWNER/DEVELOPER shall separately and accurately identify use of HOME ARP funds pursuant to this AGREEMENT.

- E. OWNER/DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which OWNER/DEVELOPER receives federal financial assistance.
- F. OWNER/DEVELOPER shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. No Federal appropriated funds have been paid or will be paid, by or on behalf of OWNER/DEVELOPER to any person for influencing or attempting to influence an officer or employee of any agency including the PJ , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the PJ , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, OWNER/DEVELOPER will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- H. OWNER/DEVELOPER shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROJECT.
- I. OWNER/DEVELOPER shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this AGREEMENT. OWNER/DEVELOPER shall be liable to perform all acts to the PJ in the same manner as the PJ performs these functions to the Federal government.
- J. OWNER/DEVELOPER shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, or agents of GRANTEE, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROJECT whether such loss, damage, injury, or liability is contributed to by the negligence of the PJ or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that OWNER/DEVELOPER shall have no liability for damages or the costs incident thereto caused by the sole negligence of the PJ , or its officers, employees, or agents.



the GRANTEE's performance under this AGREEMENT, the PJ shall make on-site inspections annually or as often as it deems necessary. Failure by OWNER/DEVELOPER to assist the PJ in this effort, including allowing the PJ to conduct the on-site inspections and have access to the GRANTEE's records, shall result in the imposition of sanctions as specified in Article I Section 6 herein.

Said evaluation may be accomplished by the PJ through a management evaluation of the services provided under this AGREEMENT during the term of this AGREEMENT.

**ARTICLE XI: INDEMNIFICATION**

OWNER/DEVELOPER shall to the fullest extent allowed by law defend, hold harmless and indemnify the PJ from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the PJ may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to GRANTEE;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by GRANTEE;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of OWNER/DEVELOPER or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this AGREEMENT.

The indemnity hereunder shall survive termination of the AGREEMENT. In the event that any action, suit or proceeding is brought against the PJ upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the PJ at once shall give notice in writing thereof to OWNER/DEVELOPER by registered or certified mail addressed to GRANTEE. Upon receipt of such notice, GRANTEE, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the PJ .

**ARTICLE XII: SIGNATURE OF AGREEMENT**

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

**PJ :**

**GRANTEE:**

\_\_\_\_\_  
DeShawn B. Williams, Mayor

\_\_\_\_\_  
[Name, title]

\_\_\_\_\_  
Darcy E. Sandefur, City Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, 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 and delivered the said instrument as his free and voluntary act in his capacity as Executive Director of \_\_\_\_\_, and as the free and voluntary act of said organization for the purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Notary Public



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** August 4, 2025, Committee of the Whole  
**Subject:** Resolution Authorizing Expenditure of Alternative Response Task Force (ARTF) Funds

### Summary

#### *Action Requested*

City Council is being asked to approve the expenditure of funds related to the Alternative Response Task Force (ARTF) contract with the Law Enforcement Action Partnership (LEAP) and the work of the ARTF.

#### *Brief Background*

In 2024, the City Council approved [Ordinance No. 2024-06-024 An Ordinance Approving the Fiscal Year 2024-2025 Annual Budget](#) requiring City Council authorization for expenditure of ARTF funds. This Resolution would authorize specific expenditures related to the contract with LEAP and the work of the ARTF.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The LEAP recommendations for an Alternative Response Model (ARM) are foundational for the design, implementation, and funding strategy of Urbana's future public safety operational model. (See also

**Discussion Operations Impact** section below.)

#### *Strategic Goals & Plans*

- The ARTF supports three Mayor-Council goals within **Strategic Area #1: Public Safety and Well-Being**:
  - **Strategy 1.1B**: Complete the BerryDunn public safety review, determine which recommendations to implement, and create a plan for 21<sup>st</sup> century policing.
  - **Strategy 1.2A**: Develop and implement alternative emergency response models (specifically addressing for mental health crisis and domestic disputes).
  - **Strategy 1.2B**: Develop a comprehensive safety plan based on public safety review and additional public input.
- The ARTF also supports Big Move #10 of the proposed 2025 Comprehensive Plan: **Support Community Health, Safety, and Well-Being**.

#### *Previous Council Actions*

Previously, the Council passed [Ordinance No. 2024-06-024 An Ordinance Approving the Fiscal Year 2024-2025 Annual Budget](#) and [Resolution No. 2024-10-070R A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force](#).

## Discussion

### *Additional Background Information*

The contract with BerryDunn was terminated in November 2024. A new RFP was issued in early 2025. The City's purchasing procedures, including interviews, were followed to identify and select a qualified vendor. In April 2025, LEAP was tentatively selected as the new ARTF consultant. Following the change in administration and the departure of staff assigned to this project, the ARTF contract was reassigned in late May. Staff has worked with LEAP to develop (1) a detailed Scope of Services (Exhibit A, attached) and (2) new open meetings-aligned procedures for the eight (8) consultant-led ARTF large focus group sessions (Exhibit B, attached).

LEAP sessions will align to open meetings procedures, with one exception: LEAP specified confidential one-on-one or small group discussions, which will not follow these procedures, to facilitate comprehensive stakeholder input, especially on controversial topics. See Section 3 of Exhibit A for additional details.

The City currently has budgeted \$505,000 for the ARM, including funding for the ARTF sessions and LEAP recommendations. There are additional, related expenditures, including light refreshments (at LEAP's request), meeting supplies, and likely an external venue for the eight (8) ARTF large focus group discussions to support full, two-way videoconferencing (at LEAP's request).

For the eight (8) ARTF large focus group discussions, the external venue should accommodate 18 ARTF participants; two in-person LEAP consultants and one remote consultant; City Clerk and staff; and the public. The external venue should also have both full, two-way teleconferencing (at LEAP's request) and ideally livestreaming capabilities. Staff is still researching appropriate venues so costs are variable and uncertain. For each ARTF large focus group discussion session, we are estimating venue costs of up to \$1,000 and refreshment and meeting supplies costs of up to \$250, or \$1,250 per ARTF session. For eight sessions, the costs total up to \$10,000 for these additional, related expenditures.

In addition, City staff is requesting funds for up to four optional, additional ARTF discussions at a cost of \$2,130 each or a total of \$8,520, if needed.

In summary, the requested funds total up to \$52,130 across three categories:

1. Core LEAP Deliverables in Exhibit A – Scope of Services: \$33,610 (the ARTF sessions and LEAP recommendations);
2. Additional, related expenditures for eight ARTF discussions: up to \$10,000 (including light refreshments, meeting supplies, and an external venue); and
3. Additional ARTF discussions moderated by LEAP (up to four): \$8,520

### *Operations Impact*

The ARTF will have no immediate, direct impact on resident-facing City operations. After the contract is signed, substantial time and effort by City staff will be required for local coordination and logistics; data; and general support and partnership with LEAP across the duration of the ARTF project. Future considerations include but are not limited to, for example, integration with multi-entity METCAD dispatching (other cities and UIUC).

*Policy or Statutory Impacts*

The ARTF will have no immediate policy or statutory impact. As in *Operations Impact* above, future considerations include possible new procedures for collaboration with public safety agencies and other policies, depending on implemented recommendations.

*Fiscal and Budget Impact*

Overall, the City currently has budgeted \$505,000 for the ARM, including funds for the ARTF sessions and LEAP recommendations, plus initial implementation in the future. Depending on LEAP recommendations and Council choices, additional funding may be required, especially to sustain the ARM in future years. Of the \$505,000, \$300,000 is set aside to support recurring expenditures in the future.

*Community Impact*

Municipalities and other governmental entities implement ARMs for a number of reasons, including:

- **Improved Outcomes:** ARMs may represent a more effective response to calls for service involving mental health crises, substance use disorders, homelessness, or other quality-of-life issues as compared to sworn public safety officers.
- **Public Safety Focus and Role Clarity:** ARMs provide an opportunity to reallocate police resources to focus on serious crimes, violent crime prevention, and other community safety initiatives, building community trust.
- **Cost-Effectiveness and Long-Term Savings:** By preventing unnecessary arrests, reducing repeat 911 calls from the same individuals, decreasing emergency room visits, and diverting people from the justice system, ARMs may lower costs associated with policing, incarceration, and healthcare. Furthermore, connecting individuals to appropriate social services may address root causes, leading to fewer crises in the future.

*Recommendation*

City Council is being asked to approve the expenditure of funds of up to \$52,130 so that City staff can move forward and execute the Alternative Response Task Force (ARTF) contract with the Law Enforcement Action Partnership (LEAP).

*Next Steps*

Upon Council approval, the Mayor will execute the ARTF contract with LEAP and staff will begin scheduling ARTF discussions.

**Attachments**

1. A Resolution Authorizing Expenditure of Alternative Response Task Force Funds
2. Exhibit A: Scope of Services
3. Exhibit B: Open Meetings-Aligned Consultant-Led Focus Group Session Procedures

Originated by: Tarek Arthur Azim, Management Analyst  
 Reviewed: Matt Roeschley, City Attorney  
 Approved: Elizabeth Hannan, Interim City Administrator

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXPENDITURE OF ALTERNATIVE RESPONSE  
TASK FORCE FUNDS**

**WHEREAS**, the City wishes to identify public safety calls for service that could feasibly be answered by an alternative responder other than traditional sworn law enforcement officers or firefighters; and

**WHEREAS**, the City seeks an outside facilitator with expertise in alternative response approaches to public safety and with experience in building consensus among diverse stakeholders in an open and transparent fashion to facilitate discussion and guide a newly created Alternative Response Task Force (hereinafter “ARTF”, “Task Force”); and

**WHEREAS**, the Law Enforcement Action Partnership (hereinafter “LEAP”) represents that it is a skilled, experienced, and competent consulting firm, composed of community advocates and professionals with experience in public safety and the judicial system, specializing in facilitating productive, focused, and solutions-oriented discussions with stakeholders and in the development of approaches to alternative response; and

**WHEREAS**, LEAP’s total cost for said services (facilitation of discussion and development of approaches to alternative response) is \$63,610, and LEAP has secured \$30,000 in grant funding from the Joyce Foundation, resulting in a net cost to the City of Urbana of \$33,610; and

**WHEREAS**, other, related expenditures are expected to be no more than \$18,520; and

**WHEREAS**, the City Council approved Ordinance No. 2024-06-024 “An Ordinance Approving the Fiscal Year 2024-2025 Annual Budget” which requires City Council approval for expenditure of funds budgeted for the Alternative Response Task Force; and

**WHEREAS**, funds for the ARTF are budgeted in the appropriate line item.

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

Section 1. That the Urbana City Council authorizes expenditure of funds (1) up to a maximum amount of \$33,610 for services with LEAP; and (2) up to \$18,520 for additional, related expenditures, including optional, additional LEAP-led Task Force discussions, usual and reasonable costs associated with facilities rental, light refreshments, and office supplies related to the work of the Task Force, for a total of up to \$52,130.

Section 2. That services provided by LEAP will be provided consistent with Exhibit A (Scope of Services) and Exhibit B (Open Meetings-Aligned Consultant-Led Focus Group Session Procedures) of the contract with LEAP. Exhibit B (Open Meetings-Aligned Consultant-Led Focus Group Session Procedures) supersedes Resolution No. 2024-10-070R “A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force”.

Section 3. That the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the Mayor's signature as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

---

Darcy E. Sandefur, City Clerk

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

---

DeShawn B. Williams, Mayor

**EXHIBIT A:  
SCOPE OF SERVICES**

**PURPOSE**

The City is seeking a consultant to facilitate discussion and guide a newly created Alternative Response Task Force that will inform and aid in the development of recommendations for an alternative response model to certain public safety calls for service, for the purposes of improving public safety, health, and well-being. The Consultant will lead the Task Force in candid and productive conversations about the development of an alternative response model. The goal of the Alternative Response Task Force is to identify public safety calls for service that could feasibly be handled by a responder other than traditional sworn police officers or firefighters. The Task Force should explore and describe the structure of such a model and determine its feasibility.

**A. SCOPE OF SERVICES**

The Consultant will undertake and provide services to guide the Alternative Response Task Force (“ARTF”, “Task Force”) in developing approaches to alternative response tailored to Urbana's unique public safety landscape. The Consultant’s approach focuses on facilitating meaningful discussions, analyzing emergency response needs, and developing sustainable approaches through structured facilitation, stakeholder collaboration, and technical expertise. The Services include the following deliverables and phases:

1. Preparatory Work:
  - a. Consultant will review Urbana's existing public safety reports, including the "Public Safety Services Operational Review and Assessment" and the "Key Staffing and Operations Review".
  - b. Consultant will meet with the City Project Manager and Office of the City Clerk to discuss guidelines for focus group session facilitation, management, and decorum (see also Section 2 below), and expectations for meetings conducted in alignment with the Open Meetings Act (“OMA”; see also Exhibit B).
  - c. Consultant will conduct virtual pre-Task Force conversations with City officials, City staff, key stakeholders, and community representatives as necessary to prepare for data access and understand shared expectations.
  - d. Consultant will facilitate one focus group discussion with the Urbana City Council (in-person).
  - e. Consultant will hold additional meetings with the City's project management team as needed.
  - f. Consultant will create and distribute an online survey to Task Force participants regarding their organizational capacity, interests, constraints, and availability.
  - g. Consultant will assist the City in obtaining 911 call data to analyze the true nature of calls, develop detailed call narratives, and provide real-world examples. To avoid misconceptions, the Consultant will provide clear explanations in advance about how it will represent and use the data. The Consultant will provide its data privacy agreement and detailed guidance to assist the City in obtaining this data.
2. Task Force Focus Group Session Facilitation:
  - a. Consultant will provide in-person facilitation for eight (8) Task Force focus group sessions, each lasting approximately 90 minutes, for a total of twelve (12) hours, subject to participant availability

and technology issues. Consultant will make good faith efforts to facilitate each session as planned, while recognizing that plans may be modified due to circumstances beyond our control.

- b. Consultant will create a focus group session logistics plan including focus group session dates and desired supporting services (see also “CITY RESPONSIBILITIES”).
- c. Consultant will develop a focus group session discussion framework, ensuring that discussions remain productive, focused, and solutions-oriented. Said framework will include sharing informational materials in advance or presenting them in the beginning of a session to ground the session in models and lessons from other cities. For illustration purposes, based on other municipalities, the Consultant expects to cover the following topics in roughly this sequence, though several topics may be combined in a single session, and additional topics will be covered if time permits:
  - i. Introduction: Learn about Task Force members, as well as their organizations, related existing programs, priorities, and perspectives on the City’s needs. Introduce specific examples of existing alternative response programs to illustrate how they operate. Provide a roadmap for future sessions. Solicit input on specific concerns to address, such as responder safety and legal liability.
  - ii. Call Types: Gather input on the types of situations that should receive an alternative response. Once Consultant has access to call narrative samples, Consultant will identify call types of interest and pull random samples of call narratives. Consultant will ask Task Force members to review these sample scenarios so we can discuss them in the focus group session. Consultant will discuss the types of situations that alternative response programs in other cities are already handling (building on data from city programs already contained in Consultant’s map).
  - iii. Responder Types: Gather input on the credentials that responders should be required to possess. Consultant will survey the range of models used by existing alternative response programs, contextualized by the data in their map and by the benefits and costs of requiring responders to hold various types of credentials, such as paramedic/EMS, clinician/social worker, or peer specialist, versus widening the hiring pool to achieve a greater range of experience of applicants. Consultant will use the call narrative samples to focus discussion on how those credentials would serve responders in handling specific situations.
  - iv. Dispatch Model: Gather input on the exact process by which responders should be dispatched to 911 calls. Consultant will introduce existing models from other cities, as discussed in Consultant’s dispatch report.
  - v. Operating Agency: Gather input on which types of agencies could house and operate the program. Consultant will discuss the existing range of operating agencies, again building on the information in their map. Consultant will gather input on which city agencies and external service providers have experience with similar programs and operations. Discuss organizational capacity.
  - vi. Preliminary Report: Forge consensus on key decision points while preserving diverse or minority opinion. Consultant will provide an early summary of the key program design decisions made by the Task Force, to identify areas of controversy and concern. In each city, Consultant encounters slightly different areas of contention that require extra discussion, research, and data analysis. Consultant may also potentially share the preliminary report beyond the Task Force to solicit additional input and secure broader buy-in.
  - vii. Budget: Develop a budget plan for a program. Consultant will provide sample budgets based on existing alternative response team budgets, including staffing, equipment, and training.

Consultant will discuss available funding sources. Consultant will seek input to tailor these estimates to Urbana and identify City-specific funding opportunities.

- viii. Final Report: Provide an opportunity for Task Force members to discuss feedback on the final report.
  - d. Consultant will share focus group session materials in advance and provide written summaries after each focus group session. These summaries are distinct from the formal notes prepared by the Office of the City Clerk and are intended to capture key themes and process observations.
  - e. Consultant will tailor research and data analysis based on Task Force questions and concerns.
  
- 3. Virtual Breakout Conversations: Open and transparent discussions are important and critical to aligning to the spirit of the Open Meetings Act (“OMA”). In addition, one-on-one conversations also provide the opportunity for stakeholders to be fully heard, clear up misconceptions, and share diverse feedback on controversial topics. This is especially true when feedback may, for example: challenge common expectations or sentiments; contradict preferred or favored narratives; touch third rails; or “question the unquestionable.” During past contracts, these private conversations have led to unexpected lessons that proved crucial to success.
  - a. Consultant will conduct individual and small group conversations with key system and community stakeholders (e.g., 911 call center staff, local agencies, community groups, faith leaders, etc.) to gain deeper insights, build trust, and solicit further input.
  - b. To maintain transparency, Consultant will provide brief, generalized summaries of all breakout conversations to the Task Force. In order to protect participant privacy and encourage candid input, said summaries will mention general topics of discussion rather than detailing specific content.
  
- 4. Deliverables: Consultant will preview key deliverables (Preliminary Report, Draft Report, Final Report, and materials for the two community engagement events) with the City Point of Contact and Primary Working Group to ensure accuracy and enable feedback and context.
  - a. Data Analysis: Consultant will conduct detailed analysis of police calls-for-service data, focusing on call narratives to understand the nature of calls beyond their type names and estimate eligibility for alternative response.
  - b. Preliminary Report: Consultant will produce a preliminary draft of recommendations and key decisions for Task Force review and feedback, identifying areas needing further discussion.
  - c. Final Report: Consultant will produce a comprehensive Final Report summarizing Task Force discussions, data analysis, research on existing models, and a detailed blueprint for implementing an alternative response program in Urbana. This report will be presented to the Task Force for feedback before finalization.
  - d. Administrative Supplement: Consultant will create an administrative supplement alongside the Final Report, providing implementation resources like sample protocols, job descriptions, training curricula, and advice from directors of other cities’ programs.
  - e. Presentations:
    - i. Consultant will present the Final Report summary at an Urbana City Council meeting (in-person).

ii. Consultant will facilitate two (2) community meetings to present findings, gather feedback, and address concerns (in-person).

5. Ongoing Support: Consultant will, at its discretion and subject to availability, offer guidance on program evaluation, share relevant resources, and facilitate connections with other programs following the conclusion of the contract. Any such post-contract support shall be informal and non-binding unless separately agreed in writing.

6. Timeline Milestones - Consultant will:

a. Within two (2) months of Execution of this Agreement: Review existing reports; conduct City Council focus group; obtain data and begin data analysis; distribute Task Force survey.

b. Within three (3) months of Execution: Complete initial call narrative analysis and present results; begin in-person Task Force focus group sessions and virtual breakout conversations.

c. Within six (6) months of Execution: Draft preliminary report; solicit feedback from Task Force.

d. Within nine (9) months of Execution: Complete Final Report; present findings at City Council and community meetings.

## **B. CITY RESPONSIBILITIES**

The City of Urbana will:

1. Provide a rolling contact list of Alternative Response Task Force members.
2. Provide a single point of contact (City Project Manager) and identify a Project Team/Project Working Group (PWG).
3. Assist with planning, strategy, and objectives and respond promptly to inquiries.
4. Promote the attendance and participation of Task Force members.
5. Secure focus group session space for all Task Force focus group sessions and ensure basic support services are provided. Basic support services are defined as (a) signage, handouts, flipcharts, markers, and other basic materials identified by the Consultant at least one week before each Task Force meeting; and (b) refreshments: snacks and non-alcoholic drinks to encourage participation. The City will allocate adequate funds to cover expenses for basic support services.
6. Ensure all focus group sessions are noticed and advertised appropriately and produce the notes of each Task Force focus group session.
7. Assist the Consultant in connecting with additional City and related stakeholders.
8. Provide timely access to necessary data, including 911 call narratives, subject to applicable privacy laws and agreements. The Consultant should not underestimate the amount of time and effort to access, verify, and prepare the necessary data, as these steps may depend on the goodwill and responsiveness of a third-party agency, METCAD, where the City of Champaign, IL – not Urbana – is the lead municipality.
9. Make all arrangements for community events (print materials, publicity, refreshments, venue, technology to display presentations in Microsoft PowerPoint®, Google Slides™, or similar).

**EXHIBIT B:**  
**OPEN MEETINGS-ALIGNED CONSULTANT-LED FOCUS GROUP SESSION PROCEDURES**

This Exhibit B outlines the procedures for conducting the eight (8) Alternative Response Task Force (“ARTF”) focus group sessions. The procedures are designed to align with the spirit of the Illinois Open Meetings Act (“OMA”) [5 ILCS 120/], operating with a commitment to transparency and public engagement and protecting all participants and stakeholders, while acknowledging the focus group sessions’ distinct purpose as feedback mechanisms for the Consultant:

- The City Clerk will create ARTF focus group session agendas.
- The City Clerk will publish notice of focus group session times and locations as “Community Civic Events”.
- The City Clerk will prepare and publish focus group session summaries similar to minutes.
- City staff will make every effort to ensure that focus group sessions are conveniently located in facilities with adequate space (the City does not currently possess any facilities that can accommodate 18 focus group participants, plus the public, facilitators, the City Clerk, and various City staff; the City will budget adequate funds to cover any expenses for short-term rental of facilities).
- City staff will make every effort to enable virtual participation by Consultant staff via videoconference (e.g., Zoom®, Webex®, Microsoft Teams®, et al.) and telecast/livestream, and record the focus group sessions for the benefit of the Consultant and other stakeholders, depending on the capabilities of the facility. Members of the public may record focus group sessions so long as recording equipment does not interfere with the public’s ability to see or hear the focus group sessions.
- The ARTF focus group sessions will be open for attendance by the public. Given the limited time of each focus group session (90 minutes) and the volunteer nature of the focus group participants, the City Clerk will make a recommendation regarding the nature and time limits of public input, which is not bound by any other City rule or practice.
- The City Clerk will also apply Robert’s Rules of Order with regard to decorum; statements of intent; direct communication; and other principles of decorum to support the smooth running of the focus group sessions. The Consultant’s facilitators will lead the focus group sessions.
- No more than two City Council members, including those participating in a separate capacity, may participate in an ARTF focus group session.

However, it is important for all stakeholders and participants to recognize that the ARTF focus group sessions do not meet the definition of formal “meetings” under the OMA:

- The ARTF focus group is not a public body, subsidiary body, Board, or Commission of the City of Urbana.
- The ARTF focus group has no deliberative or investigatory power and makes no recommendations to any public body; it exists for the purpose of providing feedback, perspectives, and other information and inputs to the Consultant, which will synthesize and summarize these inputs in a report(s).
- The ARTF focus group has no budget authority or spending discretion.

- ARTF focus group members are not directly responsible to any public body in their role as focus group members.
- Apart from the Grants Manager, the Chief of Police, and the Fire Department Chief (or their representatives), participants in the ARTF focus group sessions are volunteers. These volunteer participants cannot be obligated to participate in a given focus group session nor can they be obligated to make their inability to participate known in advance; therefore, there can be no quorum requirement. As stated above, the focus group has no deliberative or investigatory power and makes no recommendations to any public body, so the issue of a majority of a quorum is moot.
- Because the ARTF focus group is not a public body or subsidiary body, participants are not appointed to the focus group, nor is the focus group self-governing; there is no chair. The Consultant's facilitator(s) will run the focus group sessions, with support from the City Clerk. All focus groups participants should respect the facilitator and defer to their expertise in guiding the focus group session discussion, especially regarding eliciting diverse or minority viewpoints.
- Public feedback received outside any public comment period (e.g., comments received via email) will be included in the notes of the focus group session but will not be read into the record due to time constraints.
- In summary, the ARTF focus group sessions are not required by law to adhere to the Illinois Open Meetings Act (OMA) [5 ILCS 120/], but it is the City's commitment to use procedures that parallel the OMA's core open meetings requirements.



City of Urbana  
400 S. Vine Street, Urbana, IL 61801  
[www.urbanaininois.us](http://www.urbanaininois.us)

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

**Meeting:** August 11, 2025, City Council Meeting  
**Subject:** Staff Appointment

**Summary**

*Action Requested*

City Council is asked to approve Zachery Mikalik as Deputy Chief of Police until June 30, 2027.

*Brief Background*

The attached summary of job responsibilities and information on the appointee is provided to the City Council as information to support the Mayor’s recommended appointment.

**Relationship to City Services and Priorities**

*Impact on Core Services*

Appointments made by the Mayor and approved by Council ensure that qualified individuals are placed in key leadership and operational roles, supporting effective governance, accountability, and continuity in the delivery of municipal services in line with community needs and policy goals.

*Strategic Goals & Plans*

N/A

*Previous Council Actions*

N/A

**Discussion**

*Recommendation*

City Council is asked to approve Zachery Mikalik as Deputy Chief of Police until June 30, 2027.

**Attachments**

- 1. Mayoral Appointment Information

Originated by: Kate Levy, Executive Coordinator  
Reviewed by: Elizabeth Hannan, Human Resources and Finance Director  
Approved: DeShawn Williams, Mayor

Police Department

Deputy Chief of Police

## **ZACHERY MIKALIK**

### Job Summary

The Deputy Chief of Police plays a crucial role in the administration and leadership of the Police Department. Under general direction of the Chief of Police, the Deputy Chief oversees and supports a broad range of responsibilities, including policy development, community engagement, strategic planning, and personnel management.

**Zachery Mikalik** is a strategic and forward-focused leader with over 16 years of experience at the Urbana Police Department consistently recognized for his calm, results-driven leadership, mentorship of emerging leaders, and ability to solve complex problems with structure, clarity, and integrity.

Currently serving as as Lieutenant of the Services Division, Zachery oversees civilian personnel operations, department-wide logistics, and coordination of key public safety initiatives. In this role, he has advanced critical programs in officer wellness, recruitment, community engagement, and training compliance. His leadership has strengthened cross-functional collaboration, improved service delivery through strategic partnerships, and ensured the Department remains aligned with evolving state mandates and community expectations.

Lieutenant Mikalik has led several key initiatives to enhance both departmental culture and community engagement. He developed a Public Recognition Strategy to highlight officer achievements, launched a Peer Support Program to address officer mental health, and redesigned the Crisis Co-Response Team for live deployment alongside officers to improve de-escalation and care. He also established the Clergy Patrol Program to build trust between law enforcement and faith-based leaders, streamlined case management and compliance tracking, created an Internship Program for future officers, and implemented a comprehensive Officer Wellness Program.

Zachery holds a Master of Science in Management and a Bachelor of Science in Psychology from the University of Illinois. He has received several commendations and awards, including the Community Engagement Award and the Life Saving Award.



## MEMORANDUM FROM THE CITY CLERK TO THE CITY COUNCIL

**Meeting:** June 2, 2025, City Council Meeting  
**Subject:** Council Rules and Meeting Procedure Continued Discussion

### Summary

#### *Action Requested*

City Council is asked to review the existing Council rules and consider if any changes should be made. Chair Wilken asked that this item be placed on the 5/27 COW agenda for initial discussion. Pending Council review, changes would be implemented via a resolution brought before Council for adoption at future meetings.

#### *Brief Background*

The Urbana City Council sets the rules governing the proceedings of the City Council and Committee of the Whole. The last time these rules were amended was in January of 2021 via Resolution No. 2021-01-003R, attached.

### Discussion

#### *Additional Background Information*

Council has previously made the following suggestions and inquiries regarding possible changes to the Council rules and could consider each via straw poll:

- Consideration of rotating voting order, so as to remove any potential strategic advantage to voting order based solely on ward number.
  - Chair votes last at their respective COW meeting and the subsequent Council meeting.
  - Consideration of special Council meetings voting order (with no prior COW)
- Consideration of language used to address members of the body: gender neutral language (Council Member, Trustee)
- Clarifying language regarding how a Chair of COW may participate fully in meetings: stating the Chair may fully participate but the Chair must be relinquished to make motions or enter debate.

- Clarifying language regarding abstentions and conflicts of interest
  - As mentioned at the meeting here is the City Code reference to abstentions and conflict of interest.  
City Code Chapter 2 Administration, Article II, Sec 2-30 Voting Procedures:  
(c)(1)Abstentions, if for reason of a stated conflict of interest, shall be recorded by the city clerk as "abstained" and shall not be recorded as either an "aye" or a "nay" vote, and shall not be ruled by the chair as "going with the majority."  
(2)If an abstention or 'pass' vote is not based upon an asserted conflict of interest, then such vote shall be recorded by the city clerk as "abstained" but the mayor shall rule that such vote "goes with the majority" of those votes actually cast as an "aye" or "nay" vote.  
(3)Each council member shall have the right to abstain by reason of a stated conflict of interest based upon his or her own assessment of the existence of such conflict of interest and the city council shall have no right to overrule such council member's determination.
  
- Consideration of modifying how items are placed on the agenda.
  - 1-member sponsor required for placement on COW Agenda, 2-member sponsor required for placement on Council Agenda
  - 1-member sponsor required for Discussion items, 2-member sponsor required for placement on COW Agenda, 3-member sponsor required for placement on Council Agenda (Note: 3 members constitutes a majority of a quorum and additional language regarding only one-to-one communication should also be considered to avoid even the appearance of an OMA violation)
  
- Consideration of modifying Council input from 3 minutes to 5 minutes to match public input time requirements.
  - Consideration of additional time for Mayor's remarks and announcements

#### *Next Steps*

If the Council wishes to make changes to the Council rules, at Council's direction, staff will prepare a resolution to incorporate any revisions.

#### **Attachments**

Resolution No. 2021-01-003R

Originated by: Darcy E. Sandefur, City Clerk

**RESOLUTION NO. 2021-01-003R**

**A RESOLUTION AMENDING THE CITY COUNCIL AND COMMITTEE  
OF THE WHOLE RULES**

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

**WHEREAS**, Illinois Municipal Code Section 3.1-40-15 (65 ILCS 5/3.1-40-15) authorizes the City Council to determine its own rules of proceeding; and

**WHEREAS**, heretofore, the City Council has adopted certain rules governing the proceedings of the City Council and Committee of the Whole; and

**WHEREAS**, on December 16, 2019, the City Council passed Resolution No. 2019-12-055R to amend such rules of proceeding; and

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

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

**Section 1.**

The City Council's and Committee of the Whole's Rules, as approved by Resolution No. 2019-12-055R on December 16, 2019, are hereby amended and superseded, and as amended shall read as follows:

**Rule 1. Agenda Preparation**

The City Clerk shall create a written agenda for each City Council and Committee meeting and such agendas shall be prepared in accordance with the Open Meetings Act. Items shall be placed on the printed agenda for any City Council or Committee meeting in any of the following ways:

- (a) City Council Meetings: Any item, whether or not such item requires final action by the City Council, shall be placed on the City Council's meeting agenda:
  - i. at the request of the Mayor or two or more Council members; or
  - ii. by an affirmative vote by the Committee to move an item forward to the City Council.
- (b) Committee Meetings: Any item, whether or not such item requires an action to place it on the

City Council's agenda for final action as provided in Subsection (a)ii of this Rule, shall be placed on a Committee meeting agenda at the request of:

- i. the Mayor; or
- ii. the person who will chair the Committee meeting at which such item is to be considered; or
- iii. one or more members of the Committee.

Notwithstanding the foregoing, if an agenda item previously appeared on a Committee agenda was discussed by the Committee, but no other action was taken, such item may be placed on a subsequent Committee agenda at the request of two members of the Committee.

### **Rule 2. Order of Meetings**

No Committee of the City Council shall meet on a day and prior to when a regular City Council meeting is scheduled to occur. However, a special City Council meeting may be convened on the same day and prior to a regularly scheduled Committee meeting. Nothing in the foregoing shall be deemed or construed to prohibit the convening of a special City Council meeting to consider and take action on a matter which, if not attended to, may or will threaten human life, health, safety, or welfare or property or where time is of the essence regarding the City Council's consideration of or final action on one or more matters.

### **Rule 3. Council & Committee Input & Communications**

Councilmembers will have the opportunity to provide input, responses, and communications pursuant to the following rules. Council Input and Communications shall follow the Public Input and Presentations portion of each City Council meeting, and Committee Input and Communications shall be the last agenda item at Committee meetings.

- (a) Chairs will ask for Council comments/announcements and recognize Councilmembers as they ask to be recognized for comments/announcements.
- (b) Councilmembers are limited to three (3) minutes for comments/announcements.
- (c) Each Councilmember shall be limited to speaking once until all others have had an opportunity to speak.
- (d) After each Councilmember has been given an opportunity to speak, Councilmembers will be recognized if they ask to speak and be allowed a single thirty (30) second response or comment.
- (e) Topics considered appropriate are as follows:
  - i. Responses to past or current public concerns.

- ii. Topics of concern regarding City business or operations.
- iii. Announcements of Ward specific or community events.

#### **Rule 4. Debate Limits**

- (a) No discussion or debate shall proceed on any action item on the City Council's agenda unless and until the action item has received a motion to approve followed by a second to that motion. However, the immediate aforesaid rule shall not apply to items appearing on Committee agendas.
- (b) At all meetings of the City Council and a Committee, whether regular or special, each member of the corporate authorities and the Committee, as the case may be, shall be limited to speaking only twice on each agenda item, and not more than three (3) minutes each time. The Mayor and the Chair of the Committee may provide information and clarification regarding agenda items and other issues and topics of discussion as they arise as well as participate in discussion and debate on the same. In order for the Mayor and the Chair of the Committee to participate in discussion and debate, they shall yield the chair to a Council or Committee member, as the case may be.
- (c) Nothing in Subsections (a) and (b) of this Rule shall be deemed or construed as limiting the amount of time in which a member of the corporate authorities or a Committee, as the case may be, may ask questions of a member of the public, City staff, or other person who is scheduled or who has requested to present information on an agenda item or, in the case of public input, on any matter presented during the public input portion of the meeting.
- (d) The City Council, the Committee of the Whole, and other City Council Committees composed solely of the corporate authorities may, by a majority vote of the members thereof, extend or otherwise alter the debate time limits provided in this Rule.

#### **Rule 5. Draft Resolutions and Ordinances Presented by Council and Committee Members**

In those instances where a Council or Committee member seeks adoption of a resolution or an ordinance and has a draft document, said member shall provide a copy of the same to the City Clerk who will include it in the meeting packets for distribution to Council or Committee members, as the case may be, and post it on the appropriate meeting website. Optionally, the member may ask the Clerk to forward the item to appropriate staff for a specified level of review and editing. For topic title inclusion on the agenda and materials provided in packets, members may consult the City Clerk's schedule.

### **Rule 6. Appointments**

All appointments to City commissions, boards and task forces, and all appointments of non-Civil Service City Officers shall be submitted, in writing, and with vita, to the City Council with the regular distribution of the agenda and other materials prior to the City Council meeting at which said appointments are to be acted upon. The requirement for inclusion of vita shall not apply to reappointments to City commissions, boards and task forces or to reappointments of non-Civil Service City Officers.

### **Rule 7. Committee of the Whole Chair**

- (a) The Chair of the Committee of the Whole position shall rotate among the Council members of each Ward in numerical order of such Wards beginning after the swearing in of Council members following a City Council election with Ward 1 and following through Ward 7. The Vice-Chair shall be the Council member of the Ward that bears the next highest number, except Ward 1 shall follow Ward 7.
- (b) The Chair shall be in office from the time of adjournment of that Council meeting which precedes the Committee meeting for which the Chair shall serve and shall continue through adjournment of the subsequent City Council meeting. The Vice-Chair shall be in office only during a meeting where the scheduled Chair is not in attendance, where the Chair relinquishes to enter debate, or as delegated by the Chair.
- (c) The Committee of the Whole shall not be bound or limited by Robert's Rules of Order with respect to propriety of motions that can be made. Any parliamentary motion that would be in order at a regular City Council meeting shall be in order at a meeting of the Committee of the Whole.
- (d) Since the Committee of the Whole is not vested with authority to take final action, all proposed motions, resolutions and ordinances that receive a second shall be voted upon by voice vote. If it is unclear as to the tally of votes by voice vote, then the Chair shall call for a vote by a show of hands.

### **Rule 8. Time Limits for Presentations Made at the Invitation of City Council or a Committee**

Presentations made at the request or invitation of the City Council or a Committee, as the case may be, shall be limited to no more than ten (10) minutes per presentation regardless of the number of individuals who respond to the request or invitation. The City Council or the Committee, by a majority vote of their respective members, may extend the time limits provided

in this Rule for a specified additional amount of time.

Nothing herein shall be deemed or construed as amending or modifying Urbana City Code, Section. 2-4. - Public meetings, concerning time limitations for addressing the City Council or a Committee during the public input portion of their respective meetings.

**Rule 9. Observance of Rules**

Unless directed otherwise, all City Council Committees composed solely of the corporate authorities shall follow the procedures set forth in these Rules. These Rules are adopted to expedite the transaction of the business of the City Council in an orderly fashion during City Council and Committee meetings and are deemed to be procedural only. The failure to strictly observe such Rules by the City Council or a Committee shall neither affect the jurisdiction of these public bodies nor invalidate any action taken by any of them at a meeting that is otherwise held in conformity with law.

**Section 2.**

Nothing in this Resolution shall be deemed, construed, or interpreted as invalidating or affecting any resolution, ordinance, or other action heretofore approved by the City Council.

**Section 3.**

This Resolution shall be in full force and effect from and after its passage.

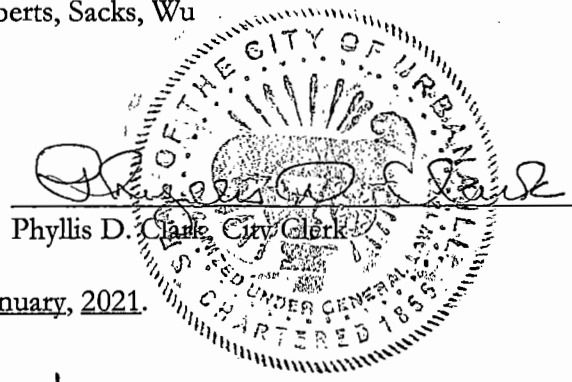
This Resolution is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

**PASSED BY THE CITY COUNCIL** this 25<sup>th</sup> day of January, 2021.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Sacks, Wu

NAYS:

ABSTENTIONS:



Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this 27<sup>th</sup> day of January, 2021.

*Diane Wolfe Marlin*  
Diane Wolfe Marlin, Mayor