



DATE: Monday, October 16, 2023
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: *Christopher Evans, Ward 2*

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

F. New Business

1. **Ordinance No. 2023-10-038:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #3-Omnibus) - HRF
2. **Resolution No. 2023-10-083R:** A Resolution Approving a Right-of-Way License Agreement with Champaign County (102 East Main St.) – PW
3. **Ordinance No. 2023-10-039:** An Ordinance Amending Chapter 23, Article XII – Stopping, Standing, or Parking Prohibited in Specific Places (Bike Lanes) – PW
4. **Ordinance No. 2023-10-036:** An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Hillshire Drive from Philo Road to Myra Ridge Drive) – PW
5. **Ordinance No. 2023-10-037:** An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Hillshire Drive and Melissa Lane) – PW
6. **Resolution No. 2023-10-084R:** A Resolution Authorizing Acceptance of a Department of Commerce and Economic Opportunity Grant (Fire Station Construction Project) - CD
7. **Resolution No. 2023-10-081R:** A Resolution for Acceptance of a Department of Commerce and Economic Opportunity Grant (Vine and Washington Streets Resurfacing Project) – CD
8. **Resolution No. 2023-10-082R:** A Resolution Authorizing Acceptance of a State of Illinois Department of Human Services (IDHS) Grant for Supporting Municipalities for Asylum Seeker Services - 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://urbanaininois.us/uptv>

- [9.](#) **Resolution No. 2023-10-085R:** AS Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission Tenant Base Rental Assistance FY 2023-2024) – CD
- [10.](#) **Resolution No. 2023-10-086R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (City of Champaign Full Home Improvement Program FY 2023-2024) – CD
- [11.](#) **Resolution No. 2023-10-087R:** A Resolution Approving an Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services – Exec

G. Council Input and Communications

H. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

meeting record.

Accommodation

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

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



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Elizabeth Hannan, Human Resources & Finance Director / CFO
Alyana Robinson, Financial Analyst

DATE: October 12, 2023

SUBJECT: FY2024 Budget Amendment #3 – Omnibus

Introduction: Attached is an Ordinance revising the FY2024 annual budget to provide for items described below. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Discussion: The following items are included in the attached Ordinance amending the annual budget.

General Operating Fund (100):

Legal Services – Executive Department: Due to staffing vacancies, this request is to repurpose \$15,000 using salary vacancy savings to a contractual services line to pay for a temporary contractual support services to perform administrative tasks in the Legal Division.

Legal Fees – Human Resources: Staff is requesting to increase the Human Resources legal services budget by \$30,000 to pay for legal services related to a discipline matter in arbitration. Council was previously briefed on this matter in closed session.

Capital Replacement & Improvement Fund (200):

New Fire Stations – DCEO Grant: The City of Urbana has been awarded \$1,000,000 grant from the State of Illinois Department of Commerce and Economic Opportunity (DCEO). This grant is earmarked for the construction of the new fire stations and will be structured as a reimbursement for eligible construction costs. Out of this total grant amount, \$11,258 will be allocated to cover administrative costs. This allocation will increase revenues in the CD Special Fund (Fund 330). A detailed overview and acceptance of this grant will be provided on the same agenda.

Vine Street Resurfacing – DCEO Grant: The City of Urbana has been awarded a grant of \$200,000 from the DCEO to reimburse for the costs spent towards the Vine & Washington Streets resurfacing project, which was completed in FY2021. This grant will be added to the FY2024 budget to reflect related revenue. Acceptance of this grant is on the same agenda for approval.

Motor Fuel Tax Fund (203):

Bakers Lane and Florida Avenue Multi-Use Path Projects – Design Cost: The initial estimated costs for the engineering design of the Bakers Lane and the Florida Avenue shared-use path projects were calculated at 15% of the estimated construction cost. However, the recent fee proposal we received from a qualified consultant is closer to 18% of the projected construction cost. This fee aligns well with the comprehensive scope of services we have requested and is considered reasonable.

Community Development Special Fund (330): The CD Special Fund will receive additional revenue for administrative costs related to the DCEO grants described above; this will increase the revenue by \$11,258.

Community Development Grants Fund (331): The City of Urbana has been awarded a \$247,918 Supporting Municipalities for Asylum Seeker Services (SMASS) grant from the Illinois Department of Human Services, which will be used to cover the costs of housing, shelter, and wraparound services for recently arrived refugees and asylum seekers who have settled in Champaign County. This will be budgeted to reflect related revenue and expense. A detailed overview and acceptance of this grant will be provided on the same agenda.

Fiscal Impact: The new estimated ending fund balance in the General Operating Fund would be \$18,870,929, which is 46.35% of recurring expenditures. Excluding the \$7M assigned for future transfers for capital improvements, which includes additional Equity and Quality of Life (EQoL) projects, the fund balance would be \$11,870,929 which is 29.16% of recurring expenditures.

Alternatives:

1. Forward the Ordinance amending the FY2024 budget to City Council for approval on October 23, 2023.
2. Amend one or more of the items before forwarding to Council for approval.

Recommendation: Forward the budget amendment authorizing these adjustments to the FY2024 budget for approval at the October 23, 2023 City Council meeting.

ORDINANCE NO. _____**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE****(Budget Amendment #3 – Omnibus)**

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

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

PASSED BY THE CORPORATE AUTHORITIES this __ Day of _____, 20__.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this __ Day of _____, 20__.

Diane Wolfe Marlin, Mayor

Budget Amendment 2023/24 - 03 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
General Operating Fund (100)						
<u>Expenditures</u>						
10010103-50110		EXEC LEGAL - SALARY - REGULAR EMPLOYEES	195,461	180,461	(15,000)	reallocate vacancy salary savings to temp/contractual admin support svcs
10010103-52999		EXEC LEGAL - OTHER CONTRACUAL SERVICES	15,000	30,000	15,000	reallocate vacancy salary savings to temp/contractual admin support svcs
10015155-52101		HR - LEGAL SERVICES	15,000	45,000	30,000	HR legal fees
Total Expenditures			46,149,253	46,179,253	30,000	
Ending Fund Balance (estimated)			18,900,929	18,870,929	(30,000)	
CAPITAL REPLACEMENT & IMPROVEMENT FUND (200)						
<u>Revenues</u>						
200-41160	40800-DCEO	OTHER STATE GRANTS	1,500,000	2,500,000	1,000,000	DCEO grant for new fire stations construction cost
200-41160	40143-ST	OTHER STATE GRANTS	2,500,000	2,700,000	200,000	reimbursement DCEO grant for the Vine & Washington Street resurfacing project
Total Revenues			15,925,627	17,125,627	1,200,000	
<u>Expenditures</u>						
20040470-53200-40800	40800-CONST-DCEO-	BUILDING - CITY FACILITIES IMPROVEMENT PROJECT	12,369,456	13,358,198	988,742	DCEO grant for fire station construction cost
20040470-59330	40800-ADMIN-DCEO	TFR TO CD SPECIAL FUND	-	11,258	11,258	DCEO grant admin cost
Total Expenditures			16,768,969	17,768,969	1,000,000	
Ending Fund Balance (estimated)			1,552,394	1,752,394	200,000	
MOTOR FUEL TAX FUND (203)						
<u>Expenditures</u>						
20340470-52105-40129	40129-PLANNING	PLANNING - BAKERS LANE MULTI-USE PATH	169,160	198,000	28,840	bakers lane shared use path engineering design cost
20340470-52105-40137	40137-PLANNING	PLANNING - FLORIDA MULTI-USE PATH	126,700	155,000	28,300	florida ave sahred use path engineering design cost
Total Expenditures			5,623,160	5,680,300	57,140	
Ending Fund Balance (estimated)			1,921,289	1,864,149	(57,140)	
COMMUNITY DEV SPECIAL FUND (330)						
<u>Revenues</u>						
330-49200		TFR FROM CAPITAL REPLCMT & IMPROV FUND	-	11,258	11,258	DCEO grant admin cost
Total Revenues			382,540	393,798	11,258	
Ending Fund Balance (estimated)			124,006	135,264	11,258	
COMMUNITY DEV GRANTS FUND (331)						
<u>Revenues</u>						
33150533-41140	50700-ST	STATE GRANTS - HOUSING & CD	-	247,918	247,918	Supporting Municipalities for Asylum Seker Services grant
Total Revenues			4,671,824	4,919,742	247,918	
<u>Expenditures</u>						
33150533-52800	50700-2023	GRANT MISC CONTRACTUAL SERVICE	-	247,918	247,918	Supporting Municipalities for Asylum Seker Services grant
Total Expenditures			4,731,824	4,979,742	247,918	
Ending Fund Balance (estimated)			(444,077)	(444,077)	-	



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: A Resolution Approving a Right-of-Way License Agreement with Champaign County (102 E. Main Street)

Summary

Action Requested

City Council is being asked to pass the attached resolution that would authorize the Mayor to execute a license agreement allowing Champaign County to construct, maintain, operate, and repair a parking garage barrier gate within the public right-of-way at 102 E. Main Street.

Brief Background

Champaign County is renovating the existing building at 102 E. Main Street (Champaign County Plaza) for use as office space for various departments of Champaign County government. The site includes a parking garage structure with an exit to Walnut Street, between Main Street and Water Street. Champaign County plans to construct a mechanical barrier gate for this Walnut Street exit, and part of the barrier gate will encroach on the City's right-of-way for Walnut Street. City staff surveyed the area and verified that the proposed barrier gate would provide sufficient clearance for pedestrians on the west sidewalk of Walnut Street.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Fiscal and Budget Impact

As a public agency, Champaign County is not subject to payment of the license fee for this agreement. The license fee would only cost \$40.48 per year (46 square feet of right-of-way at the current rate of \$0.88 per square foot), if it were applied.

Recommendation

City Council is asked to pass the attached resolution that would authorize the Mayor to execute a license agreement allowing Champaign County to construct, maintain, operate, and repair a parking garage barrier gate within the public right-of-way at 102 E. Main Street.

Next Steps

If the attached resolution is passed, the Mayor will execute the license agreement, City staff will record the agreement with the Champaign County Recorder, and Champaign County will construct the parking garage barrier gate.

Attachments

1. Resolution No. 2023-10-____R: A Resolution Approving a Right-of-Way License Agreement with Champaign County (102 E. Main Street)
2. Right-of-Way License Agreement with Champaign County (102 E. Main Street)

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2023-10- R**A RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT
WITH CHAMPAIGN COUNTY
(102 E. Main Street)**

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

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

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

A right-of-way license agreement between Champaign County and the City of Urbana for 102 E. Main Street, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2023.

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

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

Mail recorded document to:

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

City of Urbana – Champaign County

RIGHT-OF-WAY LICENSE AGREEMENT

Champaign County Administrative Services
Office of the County Executive
1776 E. Washington Street
Urbana, IL 61802

RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between Champaign County, Illinois, a body corporate and public, ("Licensee") and the City of Urbana, an Illinois municipal corporation ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The Licensee and the City agree as follows:

1. **Grant of license.** The City hereby grants and the Licensee hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, operate, and repair a Parking Garage Barrier Gate, ("Facility") within the public right-of-way ("Licensed Property"). For purposes of this Agreement, the Licensed Property shall be the property described in Exhibit A.

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

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

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

3. **Fee.** The Licensee is not subject to payment of any license or right-of-way permit fees under this agreement.

4. **Installation.** The Licensee warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City. Special provisions regarding the Facility's design and construction are included in Exhibit B.

5. **Plan submission.** Upon completion of construction of the Facility, the Licensee shall provide as-built plans to the City in an electronic format compatible with the City's Geographic Information System.

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

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

- A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Licensee, the Licensee, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Licensee shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the Licensee fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the Licensee shall pay any costs and expenses the City incurs upon written demand by the City.
- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Licensee shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor selected by the City.

- C. At the discretion of the Director, the Licensee shall repair or replace any shrubs, bushes, or trees existing within the Licensed Property that are disturbed, damaged, or destroyed by reason of the construction, maintenance, or repair of the Facility.
- D. The Licensee shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- E. The provisions in this section 7 will survive the termination of this agreement.

8. **Removal.**

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

9. **Lapse and termination.** The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use other than that specifically named in this agreement, without the further express written

consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Licensee is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Licensee in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Licensee has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the Facility and thereby the license granted by this agreement. If the Licensee demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Licensee does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

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

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

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

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

Champaign County

Champaign County Administrative Services
Office of the County Executive
1776 E. Washington Street
Urbana, IL 61802

City of Urbana

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

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

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

16. **Compliance with governmental requirements.**

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

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

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

17. **No presumption.** Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.

18. **Recording.** The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the Licensee's expense.

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

The parties are signing this agreement on the dates indicated below.

Champaign County, Illinois

City of Urbana, Illinois

By: 
Steve Summers, County Executive

By: _____
Diane Wolfe Marlin, Mayor

Date: 09/18, 2023

Date: _____, 2023

Attest:

Phyllis Clark, City Clerk

Attachment: Exhibit A Map showing location and extent of licensed area.
 Exhibit B Plans and Specifications for Proposed Parking Garage Barrier Gate.

WATER STREET



WEST RIGHT-OF-WAY
WALNUT STREET

BUILDING FACE

UNDERGROUND
PARKING ENTRANCE

BUILDING FACE

WEST RIGHT-OF-WAY
WALNUT STREET

102 EAST MAIN STREET

BACK OF WALK

FACE OF CURB/
FRONT OF WALK

CENTERLINE OF
WALNUT STREET

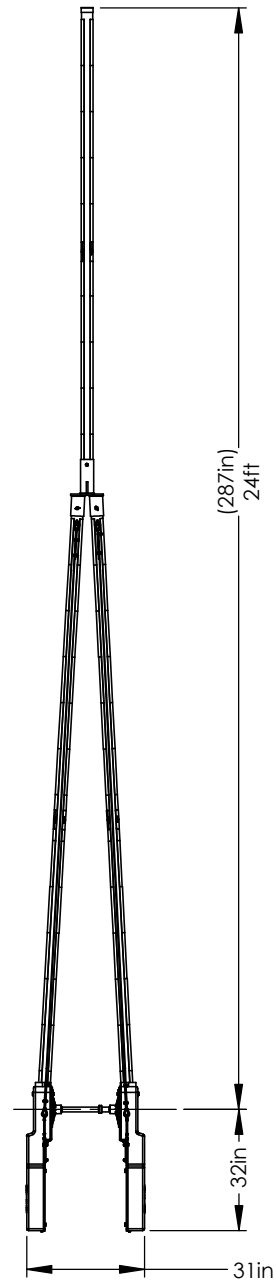
5.9'

PROPOSED AGREEMENT AREA FOR PARKING
GARAGE GATE AND RELATED MECHANICALS
AREA: 1.2' X 38.5' = 46 SQUARE FEET ±

EXHIBIT "A"

E. MAIN STREET

PartNo	Description	QTY.
1601-079	Hub Die Cast Painted	2
1601-097	Hub Bolt Lock Washer	2
1601-122	Turnbuckle Stainless	2
1601-124	Thimble Eye Bare End	4
1601-163	Cable Clamp 1/8 Dia Rope	8
1601-165	Bolt Hex Head 1/2-13 x 1.75	2
1602-006	Cover Plastic Weight Counter Assy	2
1602-120	Arm Alum 10.5ft	1
1602-125	Cable Stainless Steel	2
1602-143	Arm Wishbone Round 14ft	2
1602-149	Manual Wishbone Round	1
1602-164IPB	Arm Wishbone Round 27ft IPB	1
1602-197	Bracket Cable Mount	2
1602-210	Pin UHMW Assy	6 + 6 extr
1602-219	Plate Counterweight 20lbs	8
1602-222	Counterweight Plate Assy	2
1602-231	Wishbone Connector Assy	1
2615-052	Bolt Hex 3/8-16 x 1.0	14
2615-059	Bolt Hex 3/8-16 x 4.0	1
2615-188	Bolt Hex 1/2-13 x 3.5	8
2615-346	Eyebolt 0.375-16x4.0	2
2616-052	Screw 10-32 x 1/2 Phillips Head	2
2620-019	Washer 3/8 ID SAE	24
2620-030	Washer 1/2 ID USS	8
2620-047	Washer Split 3/8-16	17
2620-050	Washer Split 1/2	8
2620-405	Nut Hex 3/8-16	17
2620-420	Nut 1/2-13 Hex	8
2620-490	Nut Jam 1/2-13	8



DRAWN	Tpham		DWG. NO.	1602-164	REV.	G
DATE	02/17/22					
NAME	Arm Wishbone Round 24ft Kit			WHERE USED		
PROPRIETARY&CONFIDENTIAL: The information contained in this drawing is the sole property of Doorking, Inc. Any reproduction in part or as a whole without written permission of Doorking, Inc. is prohibited.						
DO NOT SCALE TO DRAWING	SHEET SIZE	A	SCALE: 1:100	SHEET 3 OF 3	22	

1602 TRAFFIC CONTROL BARRIER GATE OPERATOR



TRAFFIC CONTROL BARRIER OPTIONS THAT FIT ANY APPLICATION

- Designed to control wide traffic lanes (27 feet maximum) in limited use applications
- Suitable for low-cycle applications to restricted access areas such as prisons, airport security areas or industrial sites
- Electronic limit settings
- Three-piece aluminum arms available in 20, 24 and 27 foot lengths
 - DKS Pedestrian Protection System
 - 5-year limited warranty

COMMERCIAL • INDUSTRIAL



Automatic P.A.M.S.
sequencing with slide and swing gates



**Octagonal Lighted
Signal Arm Option**
light the way for customers to exit easily
and safely with signals and sensors



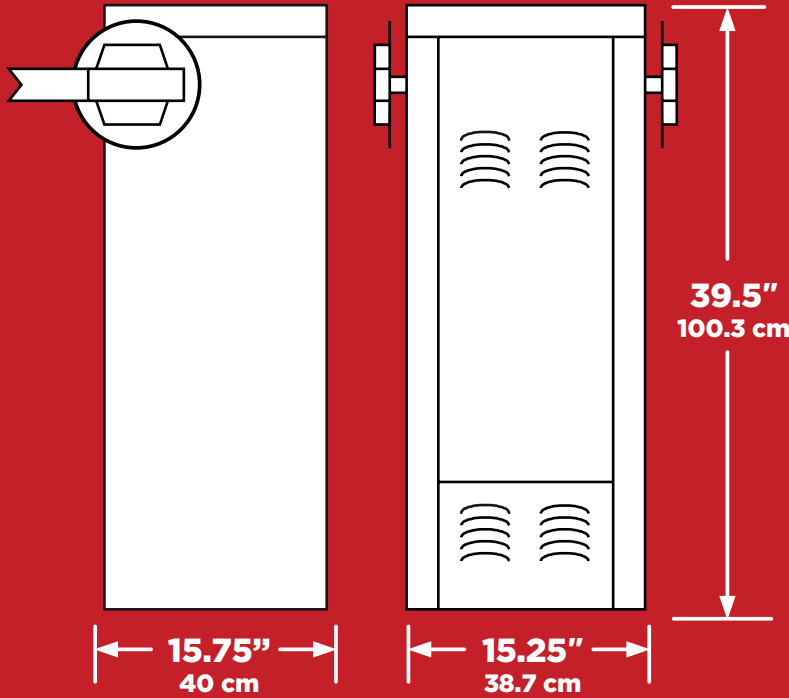
**DKS Pedestrian
Protection System**
it's aware - even when they're not



**Wishbone Style
Aluminum**
arms up to 27 feet in length



1602 TRAFFIC CONTROL BARRIER GATE OPERATOR



MODEL	1602
CLASS OF OPERATION	II, III, IV
ARM TYPE/MAX LENGTH	20 Ft (6.1 m) / Aluminum 24 Ft (7.3 m) / Aluminum 27 Ft (8.2 m) / Aluminum 20 Ft. (6.1 m) / Wood
MOTOR	1 HP Continuous Duty AC Motor
INPUT	115 VAC, 60 Hz, 5.4A 230 VAC, 60 Hz, 2.7A ¹ 460 VAC, 60 Hz, 1.4A ¹
OPTIONS	Convenience Open Package ² Heater and Fan Kits Lighted Arm ³

1. These operators use a step-down transformer to achieve 115 VAC operating voltage.
2. Optional factory installed DC powered drive system provides an automatic method to open the gate when primary (AC) power fails.
3. Lighted Arm available with aluminum arm type only.

TECHNICAL FEATURES

Item F2.

MECHANICAL

Primary Reduction is provided by a 60:1 worm gear reduction system running in a continuous oil bath
 Arm rotates 90° in approximately 5.5 seconds
 G90 galvanized steel housing, painted white rated NEMA 4x
 Fail-secure mechanical release method
 Left- or right-hand mount
 Arm Kits: Three-piece 3" round aluminum arm available in 20, 24 and 27 foot length
 Arm kits include arm mounting hubs, hardware, and counter-balance weights

DKS Pedestrian Protection System:

The system reverses barrier arm if person is detected, and lowers barrier arm if unauthorized vehicle enters. Additional protection to help prevent inadvertent accidents (optional)

GATE TRACKER™

Reporting output provides operator data to a DKS 1833, 1835, 1837 or 1838 access control system (requires 2358 expansion board)

ELECTRICAL

Magnetic electronic limit controls
 Auto-close timer 1-23 seconds
 P.A.M.S. (Perimeter Access Management System) sequence with a slide or swing gate operator
 Up input memory buffer
 Down memory option
 Multiple up commands
 Port for plug-in open (up) detector
 Port for plug-in reverse (down) detector
 Ports for plug-in loop detectors
 Programming switches
 Built-in power On/Off switch

MISCELLANEOUS

Environmental: 10°F to 140°F (-12°C to 62°C)
 Thermostatically controlled heater kit recommended for colder environments
 Shipping weight approximately 160-180 Lbs (72-81 kg)
 Arm kit: 45 Lbs (20 kg)

Input to be 480V 3 phase
1/2 HP motor. See E100



DoorKing® Inc.

Access Control Solutions since 1948



120 S. Glasgow Avenue,
Inglewood, California 90301 U.S.A.
Tel: 310-645-0023 FAX: 310-641-1586
www.doorking.com

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Product specifications may
change without notice. Rev. 2/21



MEMBER:



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MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: An Ordinance Amending Chapter 23, Article XII – Stopping, Standing, or Parking Prohibited in Specified Places (Bike Lanes)

Summary

Action Requested

City Council is being asked to pass the attached ordinance that would prohibit vehicles from stopping, standing, or parking in bike lanes.

Brief Background

When vehicles obstruct a bike lane, cyclists can be forced to merge with vehicular traffic, endangering both cyclists and motorists. Neither Urbana City Code nor Illinois Compiled Statutes specifically restrict vehicle operations in bike lanes. Other municipalities, including Chicago and Champaign, have passed legislation that restricts vehicle operations in bike lanes. The Bicycle and Pedestrian Advisory Commission (BPAC) passed A Resolution Recommending Prohibition of Parking in Bike Lanes during its August 16, 2022 meeting. The BPAC resolution is attached. Members of BPAC presented their recommendation to the Traffic Commission at its January 3, 2023 meeting. The Traffic Commission unanimously voted to forward the attached ordinance to City Council for approval. The minutes from this Traffic Commission meeting are also attached.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans

The attached ordinance would accomplish a recommendation from the 2016 Urbana Bicycle Master Plan: “7. Enforce Vehicle Parking in Bike Lanes”, under Section 11.7.3 Enforcement Recommendations.

Previous Council Actions N/A

Discussion

Operations Impact

In the absence of the attached ordinance, there is not a specific Code or Statute for Police to enforce when a vehicle obstructs a bike lane, unless there happens to be a prohibition against on-street

parking at a given location. The proposed ordinance would provide a legal basis for the Urbana Police Department or the University of Illinois Division of Public Safety, within their respective jurisdiction, to tow or ticket the owner of a vehicle that obstructs a bike lane, except as provided in the ordinance.

Recommendation

City Council is asked to pass the attached ordinance that would prohibit vehicles stopping, standing, or parking in bike lanes.

Next Steps

If the attached ordinance is passed, the City Engineer will notify the Urbana Police Department and the University of Illinois Division of Public Safety of the new regulation.

Attachments

1. Ordinance No. 2023-10-___: An Ordinance Amending Chapter 23, Article XII – Stopping Standing, or Parking Prohibited in Specified Places
2. A Resolution Recommending Prohibition of Parking in Bike Lanes from the Bicycle and Pedestrian Advisory Commission
3. Minutes of the January 3, 2023 Meeting of the Traffic Commission
4. Section 11.7.3 from the 2016 Urbana Bicycle Master Plan

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. 2023-10-

**AN ORDINANCE AMENDING CHAPTER 23,
ARTICLE XII – Stopping, Standing, or Parking Prohibited in Specified Places**

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, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council established the Bicycle and Pedestrian Advisory Commission (BPAC) to address issues and concerns involving or affecting pedestrians and bicyclists within the community; and

WHEREAS, BPAC held open discussions to address the concern of vehicles driving, stopping, standing, and parking within bike lanes; and

WHEREAS, BPAC determined that the City does not have an ordinance prohibiting driving, stopping, standing, or parking within bike lanes; and

WHEREAS, BPAC adopted a Resolution requesting the City Council amend the City Code to include a prohibition on driving, stopping, standing, and parking within bike lanes; and

WHEREAS, Article XII of the City Code provides regulations prohibiting stopping, standing, and parking in specified places; and

WHEREAS, Article XII of the City Code does not address or prohibit driving, stopping, standing or parking within bike lanes within the City; and

WHEREAS, the Urbana City Council desires to amend Chapter 23, Article XII of the City Code (and related sections) to specifically prohibit stopping, standing, and parking within bike lanes within the City, as well as provide the penalties therefor.

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

Section 1.

Urbana City Code Chapter 23, “Local Traffic Code”; Article XII, “Stopping, Standing or Parking Prohibited in Specified Places” shall be and hereby is amended by adding Section 23-161 as set forth hereinafter:

Sec. 23-161. – No stopping, standing or parking in bike lanes.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer, no person shall stand or park a vehicle, whether occupied or not, within a marked on-street bicycle lane.

Section 2.

Urbana City Code Chapter 23, “Local Traffic Code”; Article XIX, “Towing” shall be and hereby is amended by amending Subsection 23-273(b) as set forth hereinafter (added language is underlined):

Sec. 23-273. – Traffic hazards – Parking.

- (b) Any vehicle parked in violation of any of the provisions of sections 23-151, 23-152, 23-158, 23-161, or 23-187 of this traffic code, as amended, shall be presumed to be creating a traffic hazard and may be ordered to be towed away and impounded at the expense of the registered owner, regardless of whether tow away signs are erected. Nothing in section 23-271 of this traffic code pertaining to inoperable or abandoned vehicles shall be applicable to vehicles parked in violation of the above said sections.

Section 3.

Urbana City Code Chapter 1, “General Provisions”; Section 1-10, “General penalty; continuing violations”; Subsection (j) shall be and hereby is amended by amending the “Schedule of Fines for Certain Local Traffic Code Violations” as set forth hereinafter:

	<u>Fine Amount</u>		
	if paid within 7 days	if paid after 7 days	if paid after 30 days
Prohibited Parking	\$30.00	\$40.00	\$50.00
Article XII, Section 23-161			

Section 4.

Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5.

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

Section 6.

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

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

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

A RESOLUTION RECOMMENDING PROHIBITION OF PARKING IN BIKE LANES

WHEREAS, the City of Urbana Bicycle and Pedestrian Advisory Commission (the Commission) was established by the Urbana City Council on June 16, 2006, and is authorized under Urbana City Code Chapter 23 Article X1, Sections 23-146 through 23-150; and

WHEREAS, duties of the Commission include advising the mayor and City Council on bicycle issues and recommending actions as it deems appropriate; and

WHEREAS, obstructions in bike lanes force cyclists to merge with faster moving traffic, endangering them and other motorists; and

WHEREAS, according to the pamphlet “Rules of the Road” published by the Illinois Secretary of State in 2022, stopping, standing, or parking is prohibited in a number of areas including “In a marked, buffered, or barrel protected bike lane” (see note 1.); and

WHEREAS, there are no Illinois statutes that specifically prohibit parking in bike lanes (note 2.); and

WHEREAS, the University of Illinois Police enforce “no parking in bike lanes” in Champaign, but do not enforce it in Urbana because there is no prohibition; and

WHEREAS, Chicago and other communities passed specific municipal legislation prohibiting parking in bike lanes; and

WHEREAS, the new bike lanes on Green Street between Lincoln and Wright are built on raised pavement that is not designed to the same standards as the roadway, making them vulnerable to cracking or shifting under the weight of heavy trucks using them as loading zones; and

WHEREAS, the Commission held open discussions on the need for City Code changes to prohibit parking in bike lanes on July 19th and August 16th, 2022 ;

**NOW, THEREFORE, BE IT RESOLVED BY THE BICYCLE AND
PEDESTRIAN ADVISORY COMMISSION OF THE CITY OF URBANA, ILLINOIS,** as
follows:

The City should make these or similar changes to City Code:

New Urbana Chapter 23 Article XII, Sec. 23-161:

Sec. 23-161. - No driving, stopping, standing or parking in bike lanes.

- (a) Except when entering a parking space, making a legal turn, or crossing an intersection, no person shall drive a vehicle in a marked on-street bicycle lane.
- (b) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer, no person shall stand or park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers in a marked on-street bicycle lane.
- (c) Notwithstanding any other provision of this section, no person shall drive, stand, or park a vehicle in bike lanes along Green Street between Lincoln and Wright, even for loading or unloading.

PASSED BY THE CITY OF URBANA BICYCLE AND PEDESTRIAN ADVISORY

COMMISSION this 16th day of August, 2022.



Bill Brown, Chair

1. Illinois Rules of the Road, 2022. Page 43
https://www.ilsos.gov/publications/pdf_publications/dsd_a112.pdf
2. Illinois compiled Statutes on prohibited stopping, standing and parking:
<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=062500050HCh%2E+11+Art%2E+XIII&ActID=1815&ChapterID=49&SeqStart=130800000&SeqEnd=132600000>



DATE: Tuesday, January 3, 2023
TIME: 12:30 P.M.
PLACE: Urbana Public Works Department, 706 South Glover Avenue

APPROVED MINUTES (approved September 5, 2023)

MEMBERS PRESENT: Chaundra Bishop, Chair, Council Member, Ward 5
Richard Surles, Chief of Police
John Zeman, City Engineer

MEMBERS ABSENT: None

OTHERS PRESENT: Bill Brown, Chairperson of the Bicycle and Pedestrian Advisory Commission
Annie Adams, Bicycle and Pedestrian Advisory Commissioner

1. Call to Order

The meeting began at 12:30 p.m. Roll was called and a quorum was present.

2. Approval of Minutes:

Richard Surles moved to approve the minutes of the Tuesday, October 4, 2022, meeting. John Zeman seconded the motion. A voice vote was called for and the minutes were approved by a vote of 3-0.

Additions to the agenda:

There were no additions to the agenda.

3. Public Input

Bill Brown expressed concerns about the durability of the raised bicycle lanes on Green Street. He informed the commissioners that raised bicycle lanes are constructed using thinner concrete than typical roadways and cannot withstand the heavy, commercial vehicles that frequent the area. Bill also noted that these raised lanes pose a hazard to anyone who tries to maneuver around parked vehicles that are unloading goods for businesses nearby. He stated that, because this area of the street is a few inches higher than the rest of the road, a driver or bicyclist could try to pull around the parked vehicle and be caught off-guard by the sudden change in terrain. Bill asked the commissioners to consider making it illegal for drivers, including commercial ones, to park in raised bicycle lanes.

Annie Adams also spoke about her concerns regarding vehicles parking in the raised bicycle lanes. Annie stated that she recently had a conversation with a commercial driver, who informed her that the business had instructed him to park in these lanes. Annie brought her concerns to Urbana Police, however, they are unable to prohibit drivers from using the bicycle lanes because there are currently no laws or rules in place on this matter, for the Police to enforce. Annie urged the commissioners to pass an ordinance in favor of making it illegal to park in raised bicycle lanes.

4. Unfinished Business

There was no Unfinished Business to discuss.

1 **5. New Business**

2 **A. 2023 Meeting Calendar**

3 The commissioners reviewed the outlined 2023 Traffic Commission meeting schedule. John Zeman
4 suggested canceling the regularly scheduled meeting on July 4, 2023, and potentially rescheduling it as a
5 special meeting on another day that month.

6
7 Chaundra Bishop made a motion to approve the meeting schedule, with the exclusion of the July meeting.
8 Richard Surles seconded the motion. A voice vote for approving the motion was carried unanimously.

9
10 **B. Recommendation to Prohibit Parking in Bike Lanes - BPAC**

11 The commissioners reviewed a copy of the proposed resolution and ordinance. Richard Surles expressed
12 concerns pertaining to the ability of the City to implement the proposed Ordinance. He stated that,
13 regarding Green Street in particular, the City owns the roadway, but the University of Illinois owns all
14 surrounding properties. Richard stated that though U of I Police have the authority to enforce City of
15 Urbana ordinances, historically they have chosen not to do so. Richard proposed the installation of street
16 signs restrict and/or prohibit parking in certain areas. In order to implement this, the City would first
17 have to notify any business owners located along the street about the impending changes, second, they
18 would need to post proper signage, including tow-away zone signs, and then, finally, the Police would be
19 able to enforce the ordinance by way of issuing parking tickets or towing vehicles. The commissioners
20 discussed the difficulty of ensuring citizens abide by the posted signs. They also discussed amending the
21 wordage used within the proposed ordinance, removing section "c" altogether, and amending Section J
22 of the City's Traffic Schedule.

23
24 John Zeman moved to approve the Ordinance, amending Chapter 23, with the section no driving,
25 stopping, standing, or parking in bike lanes, as presented by City Attorney, excluding section "c".
26 Chaundra Bishop seconded the motion. A voice vote in favor of forwarding the Ordinance, as amended,
27 to the Urbana City Council, carried unanimously.

28
29 John Zeman moved to amend Schedule J of the City of Urbana Traffic Schedule to have no parking, with
30 a tow away zone, on Green St., from Wright St. to Lincoln Ave., on both sides of the street. Richard
31 Surles seconded the motion. A voice vote in favor of forwarding Section J of the Urbana Traffic Schedule,
32 as amended, to the Urbana City Council, carried unanimously.

33
34 **6. Adjournment**

35 With no other business at hand, the meeting adjourned at 1:15 p.m.

36
37 The next Traffic Commission meeting will be held on Tuesday, February 7, 2023, at 12:30 p.m. at the
38 Urbana Public Works Department, 706 South Glover Avenue, in the second-floor conference room.

39
40 Respectfully submitted,
41 Hillary L. Ortiz, Office Specialist

- 8. Bikeway Dedication Events & Rides:** Hold events to celebrate new and/or rehabilitated bicycle facilities, such as ribbon-cutting ceremonies (see [Figure 213](#)) and bike rides, especially to showcase businesses and destinations along the route.
- Potential Partners: City of Urbana, UBA, CCB, businesses, neighborhood groups, Urbana Park District



Figure 213 Lanore-Adams-Fairlawn Path ribbon-cutting ceremony in 2013 with representatives from the AMVETS2 neighborhood, Lierman neighborhood, and City of Urbana

- 9. Engage Employers in Bicycling:** Meet with employers, especially large employers (e.g. Busey, Carle, Flex-N-Gate, Health Alliance, Meijer, SuperValu) to determine barriers and incentives to bicycling for employees, such as bike events, facilities, lockers, parking, and showers. Use the League of American Bicyclists' (LAB) *National Bike Month Guide* to highlight the economic and productivity benefits of bicycling for employers. Coordinate with employers to overcome barriers.
- Potential Partners: City of Urbana, CCB, UBA, businesses, employers
- 10. Business Bike Parking Improvement Incentives:** Develop an incentive program for existing businesses to install and/or upgrade their bike parking to meet current standards (see [Section 5.4.3](#)).
- Potential Partners: City of Urbana, UBA, businesses, CCB
- 11. Year-Round Bicycling Program:** Create a year-round program of events and master calendar to encourage and support bicycling in Urbana.
- Potential Partners: City of Urbana, CCB, C-U SRTS Project, University of Illinois, Urbana School District, Urbana Park District, CUPHD

- 12. Build-A-Bike Program:** Support the creation of a build-a-bike program for youth, especially low-income youth and at-risk youth.
- Potential Partners: The Bike Project, C-U SRTS Project, CCB, Urbana School District
- 13. Bike App:** Create a bicycling app that provides benefits to users (e.g. distance ridden, health analysis, reporting of issues and non-injury crashes), as well as to planners and engineers (e.g. preferred routes, hazards).
- Potential Partners: CCRPC, CCB, City of Urbana, University of Illinois

11.7.3 ENFORCEMENT RECOMMENDATIONS

Enforcement tactics are necessary to create a safe environment for bicycling when using road facilities and the trails system. These recommendations aim to compel public obedience to follow rules of the road, trail etiquette, and to reduce common car-bike collision types.

- 1. Light the Night:** Continue annual installation of free bike lights in the fall on the University of Illinois campus coupled with an education component, to keep bicyclists compliant with bike light and riding laws (see [Figure 214](#)).
- Potential Partners: City of Urbana, CUMTD, University of Illinois, City of Champaign, The Bike Project (TBP), CCRPC



Figure 214 Light the Night 2011 - Hallene Gateway Plaza station led by the City of Urbana

- 2. Bicycle Diversion Program:** Continue education and enforcement campaign to allow bicyclists to waive a first-time fine using Ride Illinois' Bike Safety Quiz.
- Potential Partners: Urbana Police Department, University of Illinois Police Department, Ride Illinois

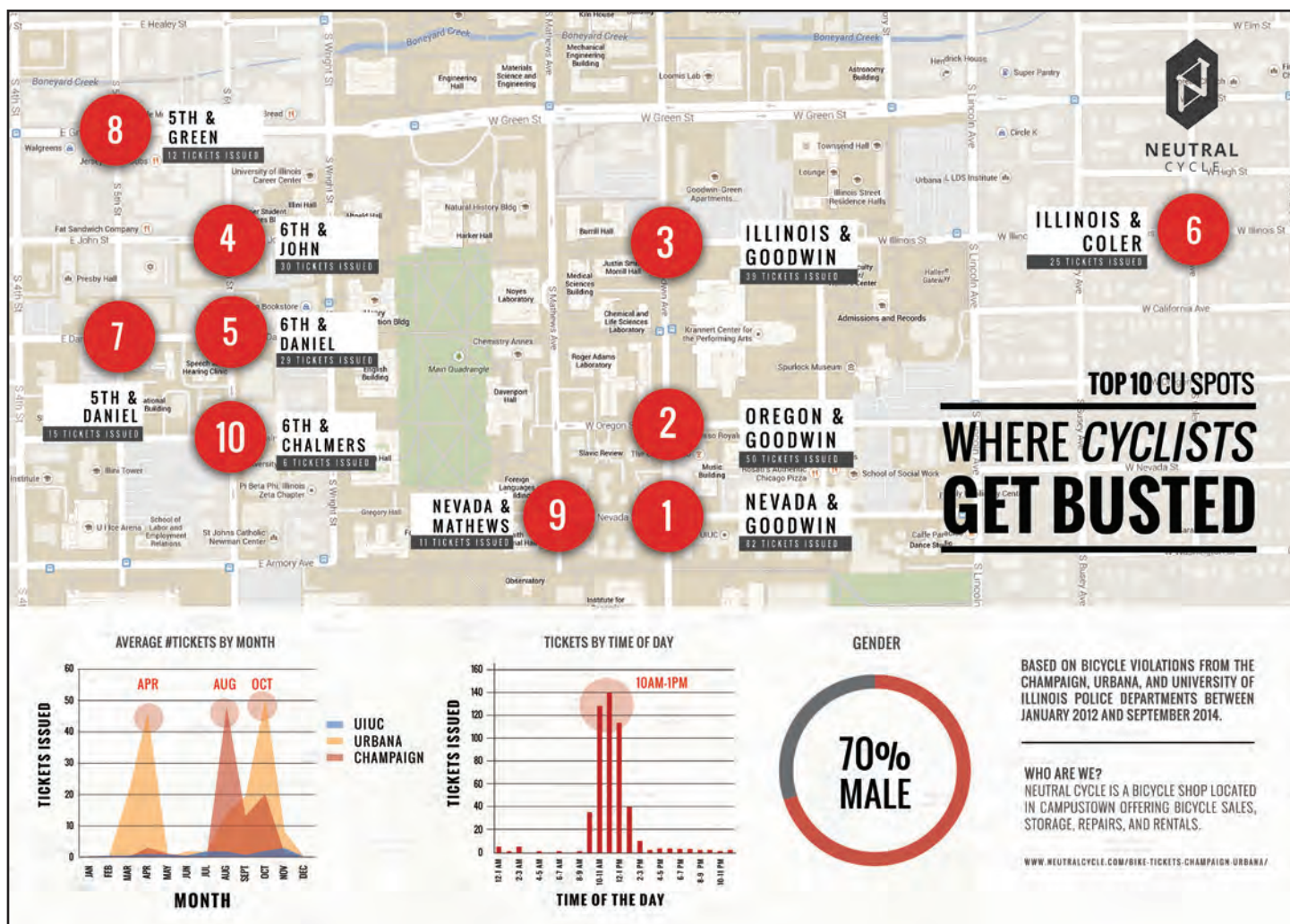


Figure 215 Selected 2012-2014 Champaign-Urbana bicycle enforcement results infographic (Credit: Neutral Cycle)

- Enforce Bicyclist Violations:** Continue issuing warning citations and/or ticket bicyclists for traffic offenses, such as riding against traffic, disregarding traffic signals (unless the cyclist has legally waited 2 minutes for a light to change) and stop signs, and riding without lights at night (see Figure 215). Continue to develop methods to educate bicyclists on safe and legal bicycling before ticketing bicyclists (e.g. Bicycle Diversion Program).
Potential Partners: Urbana Police Department, University of Illinois Police Department
- Enforce Motorist Violations:** Continue issuing warning citations and/or ticket motorists for traffic offenses against bicyclists, such as failing to stop for bicyclists at intersections. Develop methods to educate motorists on using the road safely with people using other travel modes.
Potential Partners: Urbana Police Department, University of Illinois Police Department
- Trail Safety & Security:** Create partnership between the Urbana Park District and the Urbana Police Department to promote safety and security of existing and proposed trail facilities.
Potential Partners: Urbana Park District, Urbana Police Department
- Off-Campus Light the Night Event(s):** Pursue opportunities to install free bike lights in the fall in other areas of Urbana, especially low-income neighborhoods, coupled with an education component, to keep bicyclists compliant with bike light and riding laws.
Potential Partners: City of Urbana, CCB, TBP, neighborhood groups, Urbana Park District
- Enforce Vehicle Parking in Bike Lanes:** Explore the creation of a City ordinance to enforce the restriction of cars parking in bike lanes.
Potential Partners: City of Urbana, Urbana Police Department



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Hillshire Drive from Philo Road to Myra Ridge Drive)

Summary

Action Requested

City Council is being asked to pass the attached ordinance that would require certain directions of traffic to stop before entering the intersections located on Hillshire Drive from Philo Road to Myra Ridge Drive.

Commission Recommendation

During its September 5, 2023 meeting, the Traffic Commission unanimously voted to recommend the stop signs at intersections located on Hillshire Drive as proposed in the attached ordinance. The unapproved minutes from this meeting are attached, along with a location map for illustration.

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Additional Background Information

It was only recently, on August 3, 2023, that the City accepted ownership of the segments of Hillshire Drive and Melissa Lane that were constructed as part of phases VIII and IX of the South Ridge Subdivision. Prior to accepting ownership, the City would have been unable to amend the appropriate traffic schedules with new regulations for these new street segments. The letters of acceptance for phases VIII and IX of South Ridge Subdivision are attached.

Recommendation

City Council is asked to pass the attached ordinance that would require certain directions of traffic to stop before entering the intersections located on Hillshire Drive from Philo Road to Myra Ridge Drive.

Next Steps

If the attached ordinance is passed, Staff will update Schedule H of Section 23-93 accordingly.

Attachments

1. Ordinance No. 2023-10-____: An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Hillshire Drive from Philo Road to Myra Ridge Drive)
2. Unapproved Minutes of the September 5, 2023 Meeting of the Traffic Commission
3. Location Map for Stop Signs and Parking Prohibitions on Hillshire Drive and Melissa Lane
4. Letters of Acceptance of Improvements, South Ridge Subdivision Phases VIII and IX

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. 2023-10-

**AN ORDINANCE AMENDING SCHEDULE H OF SECTION 23-93
OF THE URBANA LOCAL TRAFFIC CODE
REQUIRING STOP SIGNS AT A CERTAIN INTERSECTION
(Hillshire Drive from Philo Road to Myra Ridge Drive)**

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

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

WHEREAS, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to install and maintain traffic-control devices on its streets.

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

Section 1. Schedule H of Section 23-93, entitled "Stop Signs Pursuant to Section 23-93" of Article VIII of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following intersections where drivers of vehicles shall be required to stop before entering the intersections:

<u>Name of Street</u>	<u>Direction</u>	<u>Intersecting Street</u>
Deer Ridge Drive	Southbound	Hillshire Drive
Hillshire Drive	Westbound	Philo Road
Hillshire Drive	Eastbound	Myra Ridge Drive
Melissa Lane	Southbound	Hillshire Drive

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

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

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

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2023.

Diane Wolfe Marlin, Mayor



CITY OF URBANA TRAFFIC COMMISSION

DATE: September 5, 2023
TIME: 12:30 PM
PLACE: 706 South Glover Avenue, Urbana, IL 61802

UNAPPROVED MINUTES

Members Present: Chaundra Bishop, Richard Surles, John Zeman

Members Absent: none

Others Present: Wallace Arnold

A. Call to Order and Roll Call

Chaundra Bishop called the meeting to order at 12:30 pm. Roll call was taken. A Quorum of Members was present.

B. Approval of Minutes of Previous Meeting

1. January 2023 Meeting Minutes

Rich Surles motioned to approve the minutes, Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

C. Public Input

none

D. Unfinished Business

1. Ordinance to Prohibit Parking in Bike Lanes

An ordinance has been drafted basically stating to not park in bike lanes. It was discussed to add an ordinance amendment to add a fine. The amount of the fine is unknown at this time.

Rich suggested having prohibited parking instead of restricted parking. Rich also suggested a tiered level of enforcement options. At a minimum, be able to write a parking ticket and be able to tow a vehicle. How to word this in the ordinance should be deferred to Dave Wesner, City Attorney.

Without this new ordinance, there would need to be posted signs in order to tow a vehicle that is parked in a bike lane.

It could be a few months for the ordinance draft to be completed and presented to City Council.

E. New Business

1. Stop Signs and Parking Restrictions for Hillshire Drive and Melissa Lane

Hillshire Drive has been built out to Philo Road and Melissa Lane has been extended to Hillshire Drive. Several stop signs have been added in the subdivision: westbound Hillshire at Philo, southbound Melissa at Hillshire, southbound Deer Ridge at Hillshire, and eastbound Hillshire at Myra Ridge. "No Parking This Side of Street" signs have been placed on the south side of Hillshire Drive from Philo to Myra Ridge, the north side of Hillshire from Philo to Melissa, and the east side of Melissa Lane from Hillshire to Marc Trail.

John will need to draft ordinances to adjust traffic schedules. The signs were installed using the authority granted to the Chief of Police and City Engineer to make temporary regulations for period of up to ninety days.

Rich Surles motioned to send ordinances to City Council to add the previously discussed stop signs and parking restrictions for Hillshire Drive and Melissa Lane, Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

F. Adjournment

The meeting adjourned at 12:46 p.m.





Public Works Department
Tim Cowan, Director

706 S Glover Ave • Urbana IL 61802 • (217) 384-2342

August 3, 2023

South Ridge Real Estate, LLC
Attn: Kevin Modglin
201 W. Springfield Ave., Suite 608
Champaign, IL 61820

Subject: South Ridge VIII Subdivision, City of Urbana
Acceptance of Improvements

Dear Mr. Modglin:

The City of Urbana hereby accepts ownership of the public improvements constructed as part of the South Ridge VIII Subdivision. The City's acceptance was based on approval of the following items, according to Section 21-28 of the Subdivision and Land Development Code (SLDC), amended 1998.

Milestones for City Approval	Date Completed
As-Built Plans	May 26, 2022
Engineer's Certificate	June 24, 2022
Inspection and Testing Data	May 23, 2023
Final Inspection	June 1, 2023
Punch List Completed	June 21, 2023
Maintenance Bond	July 31, 2023

The date of execution of the maintenance bond, July 31, 2023, marked the beginning of the one-year maintenance period. Within thirty (30) calendar days following July 31, 2024, the City will conduct an inspection of the improvements, according to Section 21-30 of the SLDC.

Thank you for building a part of Urbana.

Sincerely,

John C. Zeman, PE, SE
City Engineer

cc: City Clerk, Secretary of the Plan Commission, and Precision Engineering Group, Inc.



Public Works Department
Tim Cowan, Director

706 S Glover Ave • Urbana IL 61802 • (217) 384-2342

August 3, 2023

South Ridge Real Estate, LLC
Attn: Kevin Modglin
201 W. Springfield Ave., Suite 608
Champaign, IL 61820

Subject: South Ridge IX Subdivision, City of Urbana
Approval of Improvements

Dear Mr. Modglin:

The City of Urbana hereby accepts ownership of the public improvements constructed as part of the South Ridge IX Subdivision. The City's acceptance was based on approval of the following items, according to Section 21-28 of the Subdivision and Land Development Code (SLDC), amended 1998.

Milestones for City Approval	Date Completed
Final Inspection	June 15, 2023
Engineer's Certificate	June 21, 2023
As-Built Plans	June 28, 2023
Inspection and Testing Data	July 13, 2023
Punch List Completed	July 13, 2023
Maintenance Bond	July 31, 2023

Enclosed is a letter releasing the construction security for this development.

The date of execution of the maintenance bond, July 31, 2023, marked the beginning of the one-year maintenance period. Within thirty (30) calendar days following July 31, 2024, the City will conduct an inspection of the improvements, according to Section 21-30 of the SLDC.

Thank you for building a part of Urbana.

Sincerely,

John C. Zeman, PE, SE
City Engineer

cc: City Clerk, Secretary of the Plan Commission, and Precision Engineering Group, Inc.
enclosure



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Hillshire Drive and Melissa Lane)

Summary

Action Requested

City Council is being asked to pass the attached ordinance that would prohibit on-street parking on one or both sides of the street for Hillshire Drive (Philo Road to Myra Ridge Drive) and Melissa Lane (Hillshire Drive to Marc Trail).

Commission Recommendation

During its September 5, 2023 meeting, the Traffic Commission unanimously voted to recommend the prohibition of on-street parking on Hillshire Drive and Melissa Lane as proposed in the attached ordinance. The unapproved minutes from this meeting are attached, along with a location map for illustration.

Relationship to City Services and Priorities

Impact on Core Services

Prohibiting on-street parking on one side of a narrow street (less than 30 feet wide) provides clearance for emergency vehicle access.

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Additional Background Information

It was only recently, on August 3, 2023, that the City accepted ownership of the segments of Hillshire Drive and Melissa Lane that were constructed as part of phases VIII and IX of the South Ridge Subdivision. Prior to accepting ownership, the City would have been unable to amend the appropriate traffic schedules with new regulations for these new street segments. The letters of acceptance for phases VIII and IX of South Ridge Subdivision are attached.

Recommendation

City Council is asked to pass the attached ordinance that would prohibit on-street parking on one or both sides of the street for Hillshire Drive (Philo Road to Myra Ridge Drive) and Melissa Lane (Hillshire Drive to Marc Trail).

Next Steps

If the attached ordinance is passed, Staff will update Schedule J of Section 23-183 accordingly.

Attachments

1. Ordinance No. 2023-10-____: An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Hillshire Drive and Melissa Lane)
2. Unapproved Minutes of the September 5, 2023 Meeting of the Traffic Commission
3. Location Map for Stop Signs and Parking Prohibitions on Hillshire Drive and Melissa Lane
4. Letters of Acceptance of Improvements, South Ridge Subdivision Phases VIII and IX

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. 2023-10-

**AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF
THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING
AT ALL TIMES ON CERTAIN STREETS
(Hillshire Drive and Melissa Lane)**

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

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

WHEREAS, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to regulate parking on its streets and in its parking lots; and

WHEREAS, the City of Urbana restricts parking on streets to provide public safety and access.

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

Section 1. Schedule J of Section 23-183, entitled "Parking Prohibited At All Times on Certain Streets" of Article XIV of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following portions of streets where no person shall be permitted to park a vehicle at any time:

<u>Parking Prohibited at All Times</u>	<u>Between</u>	<u>And</u>	<u>Side of Street</u>
Hillshire Drive	Philo Road	Melissa Lane	Both Sides
Hillshire Drive	Melissa Lane	Myra Ridge Drive	South Side
Melissa Lane	Hillshire Drive	Marc Trail	East Side

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

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

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

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2023.

Diane Wolfe Marlin, Mayor



CITY OF URBANA TRAFFIC COMMISSION

DATE: September 5, 2023
TIME: 12:30 PM
PLACE: 706 South Glover Avenue, Urbana, IL 61802

UNAPPROVED MINUTES

Members Present: Chaundra Bishop, Richard Surles, John Zeman

Members Absent: none

Others Present: Wallace Arnold

A. Call to Order and Roll Call

Chaundra Bishop called the meeting to order at 12:30 pm. Roll call was taken. A Quorum of Members was present.

B. Approval of Minutes of Previous Meeting

1. January 2023 Meeting Minutes

Rich Surles motioned to approve the minutes, Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

C. Public Input

none

D. Unfinished Business

1. Ordinance to Prohibit Parking in Bike Lanes

An ordinance has been drafted basically stating to not park in bike lanes. It was discussed to add an ordinance amendment to add a fine. The amount of the fine is unknown at this time.

Rich suggested having prohibited parking instead of restricted parking. Rich also suggested a tiered level of enforcement options. At a minimum, be able to write a parking ticket and be able to tow a vehicle. How to word this in the ordinance should be deferred to Dave Wesner, City Attorney.

Without this new ordinance, there would need to be posted signs in order to tow a vehicle that is parked in a bike lane.

It could be a few months for the ordinance draft to be completed and presented to City Council.

E. New Business

1. Stop Signs and Parking Restrictions for Hillshire Drive and Melissa Lane

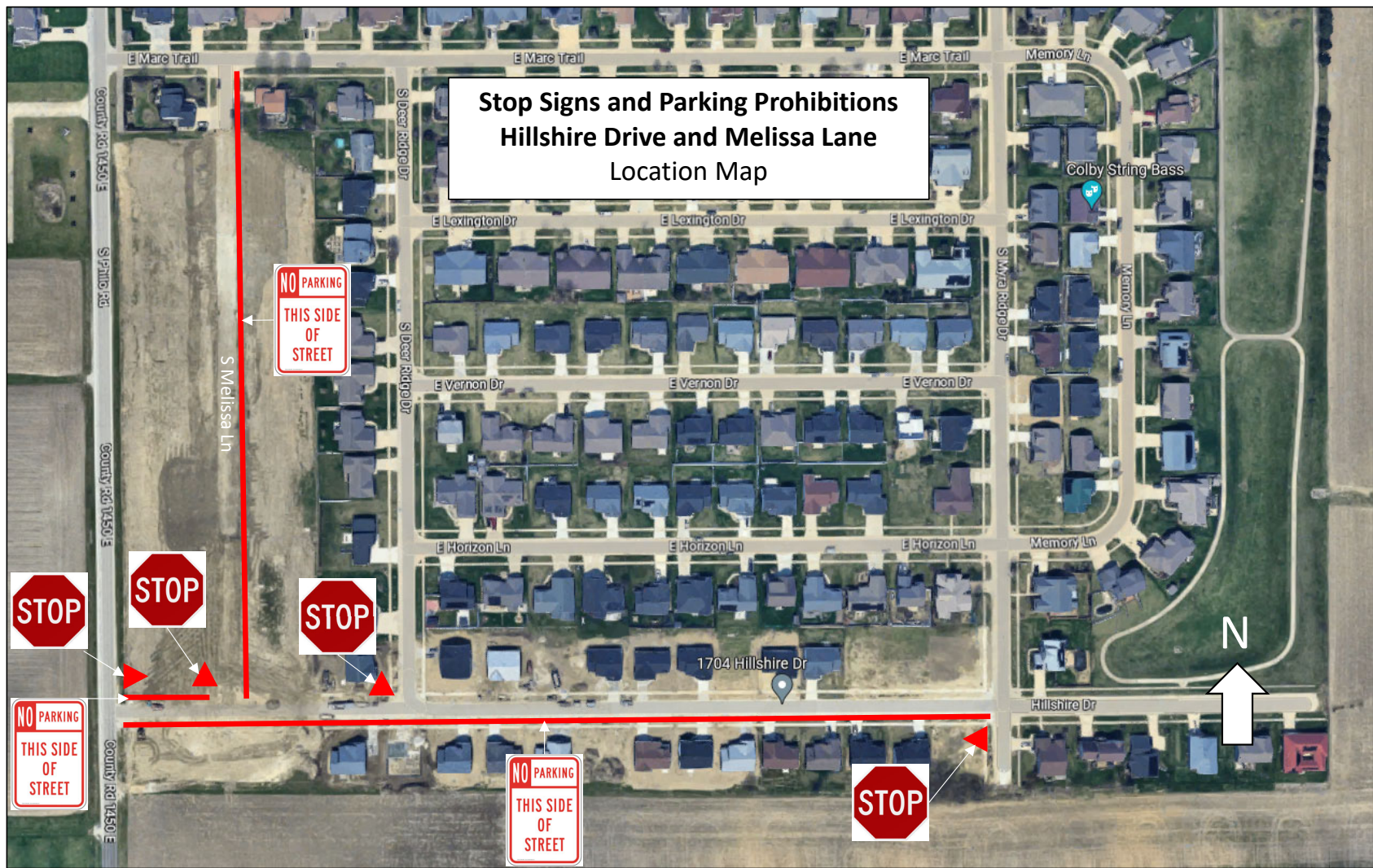
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John will need to draft ordinances to adjust traffic schedules. The signs were installed using the authority granted to the Chief of Police and City Engineer to make temporary regulations for period of up to ninety days.

Rich Surles motioned to send ordinances to City Council to add the previously discussed stop signs and parking restrictions for Hillshire Drive and Melissa Lane, Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

F. Adjournment

The meeting adjourned at 12:46 p.m.





Public Works Department
Tim Cowan, Director

706 S Glover Ave • Urbana IL 61802 • (217) 384-2342

August 3, 2023

South Ridge Real Estate, LLC
Attn: Kevin Modglin
201 W. Springfield Ave., Suite 608
Champaign, IL 61820

Subject: South Ridge VIII Subdivision, City of Urbana
Acceptance of Improvements

Dear Mr. Modglin:

The City of Urbana hereby accepts ownership of the public improvements constructed as part of the South Ridge VIII Subdivision. The City's acceptance was based on approval of the following items, according to Section 21-28 of the Subdivision and Land Development Code (SLDC), amended 1998.

Milestones for City Approval	Date Completed
As-Built Plans	May 26, 2022
Engineer's Certificate	June 24, 2022
Inspection and Testing Data	May 23, 2023
Final Inspection	June 1, 2023
Punch List Completed	June 21, 2023
Maintenance Bond	July 31, 2023

The date of execution of the maintenance bond, July 31, 2023, marked the beginning of the one-year maintenance period. Within thirty (30) calendar days following July 31, 2024, the City will conduct an inspection of the improvements, according to Section 21-30 of the SLDC.

Thank you for building a part of Urbana.

Sincerely,

John C. Zeman, PE, SE
City Engineer

cc: City Clerk, Secretary of the Plan Commission, and Precision Engineering Group, Inc.



Public Works Department
Tim Cowan, Director

706 S Glover Ave • Urbana IL 61802 • (217) 384-2342

August 3, 2023

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Punch List Completed	July 13, 2023
Maintenance Bond	July 31, 2023

Enclosed is a letter releasing the construction security for this development.

The date of execution of the maintenance bond, July 31, 2023, marked the beginning of the one-year maintenance period. Within thirty (30) calendar days following July 31, 2024, the City will conduct an inspection of the improvements, according to Section 21-30 of the SLDC.

Thank you for building a part of Urbana.

Sincerely,

John C. Zeman, PE, SE
City Engineer

cc: City Clerk, Secretary of the Plan Commission, and Precision Engineering Group, Inc.
enclosure



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole Meeting
Subject: RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO GRANT
 (Fire Station Construction Project)

Summary

The City of Urbana received notice from the State of Illinois Department of Commerce and Economic Opportunity (DCEO) that a grant in the amount of \$1,000,000 was awarded to the City of Urbana for the construction of two fire stations in low-income targeted neighborhoods. The funds were allocated to the City as part of the State's 2024 budget process. The City would like to acknowledge the assistance of Senator Paul Faraci in directing these funds to the City of Urbana for the construction of the fire stations. According to the grant documentation, this money must be used to reimburse the City for costs associated with construction of the fire stations at 1205 Bradley Avenue and 1501 E. Mumford Drive, as well as associated administrative costs. The Grants Management Division has submitted all required grant documentation to the DCEO and has received approval to move forward.

The Illinois Department of Commerce and Economic Opportunity supports economic and community development and infrastructure improvements in Illinois communities with substantial low-to-moderate-income populations.

If City Council does not approve acceptance of this grant for the purposes outlined above, the funds will be returned to the State. Therefore, staff recommend City Council approve acceptance of this grant.

Relationship to City Services and Priorities

This grant will be structured as a reimbursement for eligible construction costs relating to the City's two new fire stations. This grant will fill gaps in financing of the construction of the fire stations.

A portion of this grant award will be set aside for administrative expenses. The table below outlines the grant budget:

Fire Station Construction Costs	\$988,741.50
---------------------------------	--------------

Administrative Costs	\$11,258.50
Total	\$1,000,000

Discussion

There will be no fiscal impact on the City General Fund, as the funds come from the State of Illinois General Revenue Fund.

Attachments

1. RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO GRANT
(Fire Station Construction Project)

Originated by: Breaden Belcher, Interim Grants Division Manager

Reviewed: Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2023-XX-XXXX

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A DCEO GRANT
(Fire Station Construction Project)**

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 Department of Commerce and Economic Opportunity (“DCEO”) has awarded a grant (“Grant”) in the amount of \$1,000,000 to reimburse the City for the construction of two new fire stations in low-income, targeted neighborhoods; and

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

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

Section 1. That the DCEO’s Grant to reimburse for the construction of two fire stations shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions to be provided in a standard DCEO Grant agreement, which has not yet been received by the City.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City’s compliance with the terms and conditions contained in the

Grant agreement without further actions by the City Council.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DCEO GRANT
(Vine & Washington Resurfacing Project)

Summary

The City of Urbana has received a grant in the amount of \$200,000 from the State of Illinois Department of Commerce and Economic Opportunity (DCEO). DCEO supports economic and community development, as well as infrastructure improvements in Illinois communities with substantial low-to-moderate-income populations.

This DCEO grant is a reimbursement for a portion of the costs associated with the Vine & Washington Streets Resurfacing Project. This project has already been completed by Public Works. City staff recommend accepting the DCEO grant funds.

Relationship to City Services and Priorities

This grant is a line-item appropriation from the State of Illinois General Revenue Fund and can only be used to reimburse the City for eligible construction costs incurred relating to the resurfacing of Vine and Washington Streets. As stated above, this project has already been completed by Public Works, and these grant funds will reimburse the Capital Improvement Plan budget for eligible construction costs associated with the Vine & Washington Project. Per the State appropriation bill, these grant funds cannot be committed to any other project.

Discussion

There will be no fiscal impact on the City General Fund, as the funding comes from DCEO. The grant funds will reimburse a portion of the costs associated with this capital improvement project. A related proposed budget amendment will request that the grant funds be allocation to the Capital Replacement and Improvement Fund balance.

Attachments

1. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DCEO GRANT (Vine & Washington Streets Resurfacing Project)

Originated by: Breaden Belcher, Interim Grants Division Manager

Reviewed: Kimberly Smith, Community Development Service Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2023-XX-XXXX

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A DCEO GRANT
(Vine & Washington Streets Resurfacing Project)**

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 Department of Commerce and Economic Opportunity (“DCEO”) has awarded a grant (“Grant”) in the amount of \$200,000 to reimburse the City for the resurfacing of Vine and Washington Streets under the Vine & Washington Streets Resurfacing Project; and

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

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

Section 1. That the DCEO’s Grant to reimburse for the resurfacing of Vine and Washington Streets shall be and hereby is accepted by the City.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant without further actions by the City Council.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole

Subject: A RESOLUTION AUTHORIZING ACCEPTANCE OF AN IDHS GRANT
(Supporting Municipalities for Asylum Seeker Services)

Summary

The City of Urbana was recently awarded a \$247,918 grant by the Illinois Department of Human Services (IDHS) to support housing, shelter, and wraparound services for recently arrived refugees and asylum seekers in Champaign County. City staff recommend that City Council approve the proposed Resolution to accept the grant funds.

Relationship to City Services and Priorities

By providing funding for refugee and asylum seeker services, this grant furthers several of the City Council's 2022-2023 Strategic Goals, including goal 1(3)(C) *Fund and support community partners that promote health and wellness*, and goal 2 (2)(C) *Coordinate with housing and social service providers*.

Discussion

This grant will be jointly administered by Grants Management Staff and the City of Champaign. The funds will be subgranted to the following three local service provider agencies:

- Cunningham Township Supervisor's Office
- The Refugee Center
- New American Welcome Center

Subrecipient agreements for each of these agencies will be brought before Council for final approval. The agreements will outline the specific scope of services to be provided, and the grant amount allocated to each agency. There will be no fiscal impact on the City General Fund, as the funding comes from IDHS.

Attachments

1. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN IDHS GRANT
(Supporting Municipalities for Asylum Seeker Services)

Originated by: Breaden Belcher, Interim Grants Division Manager

Reviewed: Kimberly Smith, Community Development Service Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2023-XX-XXXX**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN IDHS GRANT
(SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES)**

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 Illinois Department of Human Services (IDHS) has awarded the City the Supporting Municipalities for Asylum Seeker Services grant (“Grant”) in the amount of \$247,918 to reimburse the City for subgrants to non-profit agencies that provide direct services to asylum seekers; and

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

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

Section 1. That the IDHS Grant shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City’s compliance with the terms and conditions contained in the

exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Planning Commission TBRA FY 2023-2024)

Summary

The Grants Management Division seeks approval of a Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement as part of the HOME Investment Partnership Program.

The proposed agreement will allocate \$150,000 from FY 2023-2024 HOME Program funds to the Champaign County Regional Planning Commission (CCRPC) to fund a tenant-based rental assistance (TBRA) program for qualified low-income renters. The participants in this TBRA program will be offered case management. City staff and the Community Development Commission recommend forwarding the Resolution to the City Council Consent Agenda with a recommendation of approval.

Relationship to City Services and Priorities

The execution of this subrecipient agreement will further the goals and objectives outlined in the City's 2020-2024 Consolidated Plan and 2023-2024 Annual Action Plan by providing rental assistance to low-income households. An estimated 15 households are expected to benefit from TBRA through the proposed program, based on performance from previous funding agreements. Determining the actual number of beneficiaries is difficult due to differences in family size and monthly rents. CCRPC is currently maintaining a HOME-funded TBRA program with 10 clients, and currently has the staff to manage additional clients as well.

Rental assistance will be provided by CCRPC to each eligible tenant for a period of time not to exceed two years. The proposed subrecipient agreement requires that all funds must be expended by June 30, 2027.

Champaign County will provide the required 25% match through excess match contributions available through the HOME Consortium during the three-year term of the agreement. Champaign

County has experienced no difficulty with regards to expending HOME funds in a timely manner in each of their prior funding agreements.

Discussion

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is already incorporated into the FY 2023-2024 Annual Action Plan budget, which has been approved by Council.

The proposed TBRA project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024. The proposed agreement will utilize funding already set aside for TBRA.

Attachments

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (Champaign County Regional Plan Commission TBRA FY 2023-2024)
2. URBANA HOME CONSORTIUM TENANT BASED RENTAL ASSISTANCE PROGRAM (CCRPC TBRA FY 2023/2024)

Originated by: Breaden Belcher, Interim Grants Division Manager

Reviewed: Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT****(Champaign County Regional Plan Commission TBRA FY 2023-2024)**

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

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

Section 1. That an Agreement providing \$150,000 in HOME Program funds for the funding of a tenant-based rental assistance program, between the City of Urbana and the Champaign County Regional Plan 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:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
TENANT BASED RENTAL ASSISTANCE PROGRAM

(CCRPC TBRA FY 2023/2024)

THIS Subgrantee Agreement for a Tenant Based Rental Assistance Program, hereafter referred to as the “**AGREEMENT**”, 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 “**GRANTOR**”), and CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, (hereinafter “**CCRPC**”).

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (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 Program funds from HUD to increase affordable housing opportunities 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 Partnership 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, CCRPC has requested Urbana HOME Consortium funding to provide Tenant Based Rental Assistance to low-income households (hereinafter the “**TBRA PROGRAM**”); and

WHEREAS, the Consolidated Plan specifies local market conditions indicating a need for Tenant Based Rental Assistance, certifies that Tenant Based Rental Assistance is an essential component of the Consolidated Plan, and recommends that the Urbana HOME Consortium expand housing opportunities for low-income households at or below 60 percent of the median family income; and

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

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

WHEREAS, the GRANTOR has determined that the required private matching funding to cover the cost of the TBRA PROGRAM is available through excess match; and

WHEREAS, CCRPC has been fully informed regarding all requirements or obligations that must be met by CCRPC in order to utilize HOME Program funds for the TBRA PROGRAM, including but not limited to, the requirement that all participating households must meet the income eligibility requirements at or below 60 percent of the median family income, in accordance with 24 CFR Part 92, Section 209; and

WHEREAS, CCRPC, having been fully informed regarding the requirements of the HOME Program, is committed to starting the TBRA PROGRAM with the assistance of HOME Program funds on or before February 14, 2024 and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

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

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTOR agrees to provide CCRPC an amount not to exceed **\$150,000** from its Federal Fiscal Year FY 2023-2024 HOME Program funding carryover to be used for providing Tenant Based Rental Assistance to households at or below 60 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis as part of the TBRA PROGRAM. CCRPC shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the TBRA PROGRAM in the manner described below:

- (a) CCRPC shall provide the GRANTOR with the budget and financial projection for each program year from the initial start of the TBRA PROGRAM to the lease termination for each client.
- (b) CCRPC shall ensure that each unit is inspected according to Housing Quality Standards prior to execution of a lease for each client participating in the TBRA PROGRAM, according to 24 CFR 92.209(h)(i).
- (c) CCRPC shall incorporate the sample documents for the TBRA PROGRAM as described in the "Program Manual" attached hereto and by reference made a part hereof.

Section 2: Affordability

CCRPC shall comply with all income determinations and subsidy limit requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.209, as applicable. CCRPC shall verify each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. CCRPC is required to re-examine and document the family's income annually if assistance extends beyond one year.

The maximum subsidy limits are published by the Department of Housing and Urban Development annually and the TBRA PROGRAM shall adhere to these limits. Utility allowances are subject to change annually and must be recalculated based on the most recent publication as provided by the Housing Authority of Champaign County. All lease agreements must adhere to the most recent utility allowance publication available at the time of lease execution.

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

Section 3: HOME Project Requirements

Project Requirements:

The GRANTOR shall provide HOME funds not to exceed **\$150,000** for eligible costs as described in 24 CFR 92.209. 9

The GRANTOR and CCRPC agree that HOME funds provided will be used for only those eligible costs listed in 24 CFR 92.209, including: rental assistance, security deposit payments, case management and inspection costs. Administrative costs are not eligible, and as such will not be reimbursed by the GRANTOR.

CCRPC agrees to adhere to the tenant selection policies outlined in the “Program Manual” in “Attachment 1”. All clients served must meet the income guidelines at or below 60 percent of the Median Family Income, as published by the Department of Housing and Urban Development each year. 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).

Roles and Responsibilities:

CCRPC and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and CCRPC shall perform all acts with responsibility to URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government. Prior to providing HOME TBRA funds to the tenant or landlord, CCRPC must have a rental agreement with the tenant that includes:

1. Amount of Assistance
2. Term (not to exceed 24 months)
3. Term of the assistance starts on the first date of the lease term
4. If participation in a self-sufficiency program is required, the family's failure to continue participation in the program is not a basis for terminating the lease
5. Notice a determination of rent reasonableness and disapprove if rent is not reasonable
6. Notice initial and annual inspections will be conducted to ensure compliance with Housing Quality Standards
7. Provide Lead Based Pamphlet

Section 4: Budget

CCRPC has been awarded \$150,000 in HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209.

These expenses include security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program. CCRPC may not charge fees for administering the program.

The CCRPC may also be reimbursed for staff time for Housing Quality Standard (HQS) inspections CFDA 14.239

for the TBRA Program. The HQS inspection fee shall not exceed \$100 per unit. CCRPC must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

List of Documents

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

Attachment 1 – Program Manual

Attachment 2 – Standard Form-LLL, “Disclosure Form to Report Lobbying”

Section 5: Housing Unit Standards

CCRPC agrees that all housing subsidized with HOME Funds shall meet Housing Quality Standards (HQS), according to the guidelines in 24 CFR 982.401. Housing shall be inspected initially prior to occupancy according to the guidelines provided in the “Program Manual” and must also be reinspected on an annual basis.

Section 6: Other TBRA PROGRAM Requirements

A. Non-discrimination and Equal Opportunity

CCRPC agrees that there shall be no discrimination against any person who is employed in carrying out the TBRA 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. CCRPC 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 GRANTOR and HUD.
2. It shall furnish the GRANTOR and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTOR 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 GRANTOR, or HUD.
4. It shall abide by the Human Rights Ordinance as set forth in Chapter 12 of the Urbana Code of Ordinances.

B. Conflict of Interest

CCRPC 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. CCRPC agrees that no members of the governing body of the locality in which CCRPC 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”), CCRPC agrees that no person

who is an employee, agent, consultant, officer, or elected or appointed official of CCRPC and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds 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 GRANTOR, no officer, employee, agent or consultant of CCRPC, may occupy a HOME-assisted affordable housing unit in a project.

C. Prohibited Lease Terms

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

D. Termination of tenancy

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice to CCRPC and the tenant, specifying the grounds for the action at least 30 days before the termination of tenancy.

E. Air and Water

CCRPC 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 7: Records and Reports

A. Records

CCRPC authorizes the GRANTOR and HUD to conduct on-site reviews, examine tenant income records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. CCRPC will ensure that all documents related to this Project shall be kept for a period of five (5) years after project completion (estimated at June 2032. Records to be retained include, but are not limited to: initial income verification and source documentation, rent calculation worksheets, lease agreements, and documentation used to request re-imbursement of expenses. CCRPC shall maintain such records and accounts, including program records, project records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; 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 24 CFR 92.356; and any other records as are deemed necessary by the GRANTOR to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTOR determines that such records are not being adequately maintained by

CCRPC, the GRANTOR may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

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 GRANTOR, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. CCRPC 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 GRANTOR's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. CCRPC shall retain all records and supporting documentation applicable to this AGREEMENT as provided below:

- (a) For Tenant Based Rental 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.

B. Reports

CCRPC agrees to submit to the GRANTOR the reports as described in this section. CCRPC will ensure that all documents related to these reports shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at June 2032). 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, and documentation of household income eligibility.

Section 8: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article I, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTOR and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to CCRPC of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTOR may take one or more of the following actions:

- (a) Direct CCRPC 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 CCRPC 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 Program funds for the activities;

- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CCRPC to reimburse the GRANTOR's HOME Program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME 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 CCRPC of the GRANTOR's written notice of default. No delay or omission by GRANTOR 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 CCRPC default.

Unless the CCRPC's default is waived, the GRANTOR may, upon twenty-four (24) hour written notice, terminate this AGREEMENT for said default. Waiver by the GRANTOR of CCRPC'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 CCRPC and the GRANTOR if delivered in person, or when deposited in the U.S. Mail, postage prepaid certified mail, return receipt requested.

Section 9: Request for Disbursement of Funds

CCRPC shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the TBRA 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 GRANTOR shall make payment to CCRPC within fourteen (14) calendar days of receipt of a complete and acceptable request by the GRANTOR. The GRANTOR reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "CCRPC, Inc." All monies granted to CCRPC pursuant to this AGREEMENT shall be expended by **June 30, 2027**. 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 Program activities.

Section 10: 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 the latest of the following dates or events: June 30, 2027 or five years after project completion when all files may be destroyed in accordance with State and Federal law.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTOR pursuant to this AGREEMENT shall in no way obligate the GRANTOR for any financial responsibility incurred by the TBRA PROGRAM in excess of the

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

ARTICLE III: CERTIFICATIONS

CCRPC represents the following with respect to this AGREEMENT.

- A. CCRPC possesses legal authority to receive HOME Program funds from the GRANTOR and to undertake and execute the TBRA PROGRAM as described herein.
- B. The governing body of CCRPC 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 CCRPC to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. CCRPC, its successors and assigns, agrees to develop and operate the TBRA PROGRAM in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- D. CCRPC agrees to give maximum feasible priority to very low-income persons when administering the TBRA PROGRAM described herein.
- E. CHAMPAIGN COUNTY may contribute to or utilize excess match accumulated by Consortium members. Any new CHAMPAIGN COUNTY match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.
- F. CCRPC 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 TBRA PROGRAM. CCRPC agrees to maintain financial records in accordance with applicable Federal guidelines 24 CFR Part 200. CCRPC shall separately and accurately identify use of HOME funds pursuant to this AGREEMENT.
- G. CCRPC 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 CCRPC receives federal financial assistance.
- H. CCRPC 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.
- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of CCRPC, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTOR, 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 GRANTOR, 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, CCRPC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," as provided in "Attachment 2" and in accordance with the corresponding instructions.

- J. CCRPC 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.
- K. CCRPC 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. CCRPC shall be liable to perform all acts to the GRANTOR in the same manner as the GRANTOR performs these functions to the Federal government.
- L. CCRPC 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 CCRPC, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this TBRA PROGRAM, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTOR 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 CCRPC shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTOR, or its officers, employees, or agents.
- M. CCRPC shall have full control of the ways and means of performing the services referred to herein. CCRPC acknowledges and agrees that its employees, representatives, and agents may in no respect be considered employees of the GRANTOR.

ARTICLE IV: NOTICES

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

TO THE GRANTOR:	Breaden Belcher, Interim Manager Grants Management Division 400 South Vine Street Urbana, Illinois 61801
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TO: Dalitso Sulamoyo, Chief Executive Officer
 CCRPC
 1776 E. Washington St.
 Urbana, IL 61802

ARTICLE V: CONTINGENCIES

This AGREEMENT, including the provision of funds by the GRANTOR for the TBRA PROGRAM as described herein, is contingent upon the signing of GRANTOR and CCRPC.

ARTICLE VI: ASSIGNMENT

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

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 GRANTOR and CCRPC, 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 GRANTOR as a Subrecipient, funded by HUD.

ARTICLE X: MONITORING AND EVALUATING

The GRANTOR shall be responsible for monitoring and/or evaluating all aspects of the services provided by CCRPC under this AGREEMENT. The GRANTOR shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTOR or HUD to accomplish this monitoring and/or evaluation. In order to properly monitor or evaluate the CCRPC'S performance under this AGREEMENT, the GRANTOR shall make on-site inspections annually or as often as it deems necessary. Failure by the CCRPC to assist the GRANTOR in this effort, including allowing the GRANTOR to conduct the on-site inspections and have access to the CCRPC'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

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

ARTICLE XI: INDEMNIFICATION

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

- A. The loss of any monies paid to CCRPC;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by CCRPC;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of CCRPC 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 GRANTOR upon any liability arising out of the AGREEMENT, or any other matter indemnified against, the GRANTOR at once shall give notice in writing thereof to CCRPC by registered or certified mail addressed to CCRPC. Upon receipt of such notice, CCRPC, 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 GRANTOR.

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.

GRANTOR:

CCRPC:

Diane Wolfe Marlin, Mayor

Dalitso Sulamoyo, Chief Executive Officer

Phyllis D. Clark, 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 Dalitso Sulamoyo, 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 CCRPC, 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 _____, 2023.

 Notary Public



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (City of Champaign Full Home Improvement Program FY 2023-2024)

Summary

The Grants Management Division seeks approval of a Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium subrecipient agreement as part of the HOME Investment Partnership Program.

This proposed agreement will allocate \$125,000 from FY 2023-2024 HOME Program funds to the City of Champaign Full Home Improvement Program (FHIP). This program will assist qualified low-income homeowners by providing home renovation and rehabilitation assistance. City staff and the Community Development Commission recommend forwarding the Resolution to the City Council Consent Agenda with a recommendation of approval.

Relationship to City Services and Priorities

The execution of this subrecipient agreement will further the goals and objectives outlined in the City's 2020-2024 Consolidated Plan and 2023-2024 Annual Action Plan by supporting and sustaining high-quality affordable housing in the community. An estimated four (4) low-income households are expected to benefit from rehabilitation assistance through the proposed program. Eligible costs to be reimbursed under this agreement would include construction and project delivery costs such as staff time and administrative support. The program budget can be found in Exhibit A of the attached agreement.

Discussion

There will be no change to the City General Fund as a direct result of executing the proposed agreement. The funding proposed for this project is already incorporated into the FY 2023-2024 Annual Action Plan budget. The expenditure of HOME funds under this agreement will help the City and HOME Consortium meet their financial and programmatic goals.

As stated above, the FHIP project is in keeping with the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024. The proposed agreement will utilize HOME funds that have already been set aside for the City of Champaign in the FY 2023-2024 City of Urbana and Urbana HOME Consortium Annual Action Plan.

Attachments

1. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
2. URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT (FULL HOME IMPROVEMENT PROGRAM FY 2023-2024)

Originated by: Breaden Belcher, Interim Grants Division Manager

Reviewed: Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT****(City of Champaign Full Home Improvement Program FHIP FY 2023-2024)**

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

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

Section 1. That an Agreement providing \$125,000 in HOME Program funds for the funding of a full home improvement program, between the City of Urbana and City of Champaign, 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:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

**URBANA HOME CONSORTIUM
SUBRECIPIENT AGREEMENT**

(FULL HOME IMPROVEMENT PROGRAM FY 2023-2024)

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

WITNESSETH:

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

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

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

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

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

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

WHEREAS, the parties hereto have authorized the execution of this AGREEMENT, as an exercise of their respective powers and other governmental authority, and, as an exercise of their

Intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois; and

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

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

WHEREAS, URBANA and CHAMPAIGN have determined that it is mutually beneficial to have Champaign disburse HOME funds for HOME-eligible activities in the City of Champaign; and

WHEREAS, in accordance with HOME regulations, CHAMPAIGN must be designated as a HOME Subrecipient in order to directly execute contracts for HOME-funded activities;

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

1. Terms of Project/Use of HOME funds/Scope of Services:

The express purpose of this Agreement is to provide CHAMPAIGN with HOME funds which will be used by CHAMPAIGN for the purpose of administering the Full Home Improvement Program (FHIP) in the City of CHAMPAIGN, the funds for which shall be reimbursed to CHAMPAIGN by URBANA, as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

Use of HOME Funds/Scope of Services: CHAMPAIGN agrees that URBANA shall take full responsibility for committing and expending HOME funds in the amount of \$125,000 stemming from the FY 23-24 HOME Allocation. CHAMPAIGN must contribute \$31,300 to this project. URBANA agrees to commit these funds to the rehabilitation of homes occupied by low-income residents ("PROJECT"), and to other eligible activities related to the PROJECT. The FHIP program will be prioritized in the following areas of Champaign in order to provide maximum benefit in areas identified with the greatest housing needs and/or lowest incomes: Planning Areas 1,2,4,7,8,9,14, and 15. Funds shall be reimbursed to CHAMPAIGN by URBANA as defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209.

Projects undertaken pursuant to this AGREEMENT must comply with project requirements provided in 24 CFR 92 subpart F, as applicable in accordance with the type of project assisted. A project approval letter from URBANA to CHAMPAIGN will evidence URBANA approval.

2. **Definitions**

- a. "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- b. "Median Family Income" or "MFI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range) for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.
- c. "HUD": The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.
- d. "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- e. "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 80% of the area median income limit using the Part 5 definition of income at program intake. All household incomes must be verified using source documents and/or third party verification before assistance is provided and re-examined at least annually.
- f. "City of Urbana Grants Management Division": The City of Urbana staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the URBANA as provided by local and HUD regulations
- g. "Monitoring Agency": The City of Urbana Grants is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- h. "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by CHAMPAIGN directly generated from the use of HOME funds or Matching Contributions.
- i. "Project": The activity or group of activities covered by this Agreement as part of an Owner Occupied Rehabilitation Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- j. "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; CHAMPAIGN has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.

3. **Budget.**

Under the AGREEMENT, CHAMPAIGN has been awarded **\$125,000** in HOME funds to

reimburse eligible expenses relating to the FHIP Program as detailed in [24 CFR 92.254(b)(1) and (2)].

URBANA shall distribute to CHAMPAIGN a portion of the total funds received by URBANA under the HOME Program, and in consideration of CHAMPAIGN'S undertaking to perform the HOME Homeowner Rehabilitation Program and incur eligible expenses as permitted in 24 CFR 92.206. Eligible expenses do not include luxury items or off-site infrastructure. The FHIP detailed budget can be found in Exhibit A of this agreement.

The match requirement is **\$31,300**. CHAMPAIGN may contribute to or utilize excess match accumulated by Consortium members. Any new CHAMPAIGN match contributions to the Program must be submitted to URBANA along with documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. The Consortium agrees to share excess match credit in accordance with the HOME Program requirements at 24 CFR 92.220.

4. Roles and Responsibilities:

CHAMPAIGN and URBANA shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and CHAMPAIGN shall perform all acts with responsibility to the URBANA in the same manner as URBANA is required to perform all acts with responsibility to the Federal government.

5. Duration of Agreement

This AGREEMENT shall be in effect until June 30, 2024. If CHAMPAIGN is delayed in the completion of the PROGRAM by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to URBANA and request an extension of time for completion of the Program.

URBANA shall consider the request and make determinations on, an extension of time for completion of the PROGRAM as URBANA in its sole discretion deems, necessary for completion of the Neighborhood Revitalization Program due to the circumstances causing the delay. URBANA shall act upon the extension request and recommendation and notify CHAMPAIGN of the time extension granted, or of its denial of such request.

6. General Program Requirements

CHAMPAIGN agree to take all required actions to assure compliance with URBANA's certification as to and the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Sec. 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended, and other applicable Federal and State laws.

CHAMPAIGN agrees that all HOME-eligible activities funded through this AGREEMENT shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between CHAMPAIGN and another entity for the use of HOME

funds pursuant to this AGREEMENT for housing rehabilitation, shall comply with all applicable HOME regulations. Housing assisted with HOME funds must meet the affordability requirements of Sec. 92.252 or Sec. 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period, and shall be enforced by deed restriction for the applicable period of affordability. The form of the contract for each program shall be approved by URBANA in advance of its execution.

Repayment of HOME funds or recaptured HOME funds recovered from such projects may be retained by CHAMPAIGN for additional eligible activities. CHAMPAIGN is required to follow URBANA's requirements, including requirements for income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, homebuyer program policies, and affordability requirements.

All notices, writings, correspondences, etc., as required by this AGREEMENT shall be directed to URBANA and CHAMPAIGN as follows:

URBANA:

Grants Division Manager
400 S. Vine St.
Urbana, IL 61801

CHAMPAIGN:

Neighborhood Programs Manager
205 W. Park Avenue Suite 100
Champaign, IL 61820

7. Records and Reports.

CHAMPAIGN shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations.

To the extent permitted by law, CHAMPAIGN will also permit access to all books accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508 (c), whichever is longer.

CHAMPAIGN agrees to defend, indemnify, and hold harmless URBANA and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of facts or omissions of CHAMPAIGN in the performance of the scope of work except those arising by reason of the sole negligence of URBANA, its officers, employees, or agents.

URBANA agrees to defend, indemnify, and hold harmless CHAMPAIGN and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever

asserted arising out of acts or omissions of URBANA in the performance of the scope of work except those arising by reason of the sole negligence of CHAMPAIGN, its officers, employees, or agents.

8. Other Federal Requirements:

CHAMPAIGN hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of URBANA as applicable to the HOME Program. CHAMPAIGN shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- a. The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME Neighborhood Revitalization program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- b. Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, nor national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- c. Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR ~2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on 'the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Contractors and subcontractors on Federal and Federally assisted construction contracts shall, take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship. Required completion of EEOC Certification form is provided as Exhibit K to this agreement.

- d. Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- e. Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. CHAMPAIGN warrants it will comply with Section 504 requirements and has a process for doing so, including:

- i. Providing information materials in alternative formats (large print, on tape, etc.);
 - ii. Communicating with hearing impaired applicants; and
 - iii. Making reasonable accommodations to applicants with disabilities.
- f. § 92.356 Conflict of Interest: Recipients must immediately report to Urbana any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME-assisted program or in a HOME-assisted property.
- g. No officer, employee, agent, consultant, elected official or appointed official of CHAMPAIGN or its designees or agents, member of the governing body of (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.
- h. Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds.
- i. Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353, URBANA assigns to CHAMPAIGN the responsibilities of 24 CFR Part 35 and CHAMPAIGN is the designated party for all lead based paint compliance issues. As needed, HOME-funded recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.
- j. Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or

proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

- k. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
- l. Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the CHAMPAIGN certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any CHAMPAIGN, 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 Agreement, 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 Agreement, grant, loan, or cooperative agreement.
 - ii. 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 CHAMPAIGN, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the CHAMPAIGN shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The undersigned representative of the CHAMPAIGN shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, agreements) and that CHAMPAIGN shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- v. Uniform Administrative Requirements: CHAMPAIGN shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
- vi. Procurement, Finances, Administration. CHAMPAIGN shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
- vii. Audits. CHAMPAIGN shall adopt the audit requirements in accordance with 2 CFR Part 200 if CHAMPAIGN expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, URBANA shall require an independent agency audit annually, evidence of which must be submitted to URBANA. URBANA may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of CHAMPAIGN. URBANA may make an examination of CHAMPAIGN's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- viii. Cost Principles and Eligible Costs. CHAMPAIGN shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
- ix. CHAMPAIGN shall permit the authorized representatives of the URBANA, HUD and the Comptroller General of the United States to inspect and audit all data and reports of CHAMPAIGN relating to its performance under the Agreement.

9. **Miscellaneous Provisions**

- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or CHAMPAIGN from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without CHAMPAIGN approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and CHAMPAIGN.

- b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- c. ASSIGNMENT. Except as provided per Rights To Subcontract hereof, CHAMPAIGN shall not assign this Agreement or any part thereof and CHAMPAIGN shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of URBANA having first been obtained.
- d. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- e. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- f. Unless determined by URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements as prescribed herein CHAMPAIGN agrees that, pursuant to 24 CFR 570.501(b), Champaign is subject to the same requirements applicable to sub-recipients, including the requirement for a written AGREEMENT set forth in 24 CFR 570.503.
- g. Funds identified as Program Income and collected by CHAMPAIGN shall be accounted for and reported to URBANA on a quarterly basis. URBANA will report to HUD on the use of any program income. Any program income generated by CHAMPAIGN may be retained for additional eligible activities. Ten percent of each eligible Program Income receipt may be used by CHAMPAIGN for administrative expenses, provided that administrative expenses with documentation are included on the invoice at the same time the Program Income is reported. CHAMPAIGN shall comply with all rules and regulations for the appropriate record keeping in relation to the generation of any program income.

Funds identified as Recapture or Repayment are not eligible for the ten percent administrative set-aside, per 24 CFR 92.503. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by the participating jurisdiction except for repayments of project specific community housing development organization loans which are waived in accordance with §§92.301(a)(3) and 92.301(b)(3):

- i. **Repayments.** Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as

applicable, must be repaid by the participating jurisdiction in accordance with paragraph (b)(3) of this section. HUD will instruct the participating jurisdiction to either repay the funds to the HOME Investment Trust Fund Treasury account or the local account. Generally, if the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME Investment Trust Fund local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction at the time the repayment is made, the funds must be remitted to HUD, and reallocated in accordance with §92.454.

- ii. **Recaptures.** HOME funds recaptured in accordance with §92.254(a)(5)(ii) must be used in accordance with the requirements of this part. Recaptured funds must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient, subrecipient, or community housing development organization to retain the recaptured funds for additional HOME projects pursuant to the written agreement required by §92.504.

h. CHAMPAIGN shall pay to URBANA an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-HOME funds, where applicable), of any property acquired or improved with HOME funds which CHAMPAIGN sells or transfers for a use which does not qualify under HOME regulations. Any transfer of property prior or subsequent to closeout, change of status of CHAMPAIGN or termination of this AGREEMENT shall be returned to URBANA for reprogramming for eligible activities in any part of the CHAMPAIGN\URBANA\CHAMPAIGN COUNTY HOME Consortium as URBANA determines best.

10. **Disbursements**

CHAMPAIGN may not request disbursement of funds until the funds are needed for payment of eligible costs. CHAMPAIGN shall inform and account to URBANA for any income generated by the expenditure of HOME funds received by the Consortium member, such as the repayment of a loan of HOME funds. Any program income received by any of the parties may be used for eligible activities in accordance with all HOME requirements that apply. Any Program Income received by CHAMPAIGN shall be reported to URBANA at the time of receipt. Program Income must be fully disbursed before CHAMPAIGN requests additional HOME funds from URBANA.

11. **Breach**

As specified in 24 CFR Part 85.43 breach of this AGREEMENT may result in the suspension or termination of CHAMPAIGN as a subrecipient of HOME funds.

12. Other Program Requirements

In conjunction with performance of this AGREEMENT, CHAMPAIGN has been made cognizant of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state, or local government.

CHAMPAIGN will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.

13. Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this AGREEMENT, noncompliance with the HOME Program guidelines as outlined in 24 CFR Part 92, any material breach of the AGREEMENT, failure to timely comply with the audit requirements in Article XIII, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by URBANA and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to CHAMPAIGN of the occurrence of any such default and the provision of a reasonable opportunity to respond, URBANA may take one or more of the following actions:

- a. Direct CHAMPAIGN to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- b. Direct CHAMPAIGN to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- c. Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- d. Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- e. Direct CHAMPAIGN to reimburse URBANA's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- f. Suspend disbursement of HOME 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 CHAMPAIGN of URBANA'S written notice of default. No delay or

omission by URBANA and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right, remedy, or constitute a waiver or acquiescence in any CHAMPAIGN default.

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

14. Severability

If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are to be severable.

15. Fees

CHAMPAIGN and any community housing development organization with which CHAMPAIGN contracts are prohibited from charging servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).

This AGREEMENT may be amended only by written **agreement** of the parties hereto.

The section headings of this AGREEMENT are for convenience and reference only and in no way define, limit, or describe the scope or intent of this AGREEMENT, and should be ignored in construing or interpreting this AGREEMENT.

CITY OF URBANA

By:

CITY OF CHAMPAIGN

By:

Corothy Ann David

Attest:

City Clerk

Approved as to form:

**Exhibit A
Budget Projections**

CITY OF CHAMPAIGN

FY 2023-2024 ALLOCATION:

\$125,000

Champaign Full Home Improvement Program

Full Home Improvement Program (4 projects)	
Construction	\$25,000 per project
Project Delivery	\$5,110 per project
Total:	\$30,110 per project
Match Requirement:	\$31,300

HOME funds will support the rehabilitation of four (4) owner-occupied housing units in the City of Champaign. Other costs included under this subrecipient agreement will include project delivery costs. The FHIP program will be prioritized in the following areas of Champaign in order to provide maximum benefit in areas identified with the greatest housing needs and/or lowest incomes: Planning Areas 1, 2,4,7,8,9,14 and 15.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 16, 2023 Committee of the Whole
Subject: A Resolution Approving an Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services

Summary

Action Requested

City Council is being asked to approve an Intergovernmental Agreement (IGA) for Consultation Services Related to Fire Protection Services.

Brief Background / Statement of the Issue

Through a 1997 IGA (amended in 2008 and 2016), the Cities of Urbana and Champaign provide fire protection services to the University in exchange for compensation. The University has expressed interest in exploring possible revisions to the IGA. In order to ensure that any changes continue to meet the original agreement's objective for the Cities to provide coordinated fire protection and emergency response services to the University in a cost-effective manner, the University and Cities desire to retain the services of a consultant to examine the existing level of service, the desired level of service, and the resources necessary to provide the desired level of service.

Relationship to City Services and Priorities

Impact on Core Services

This IGA for consultation services and an evaluation of services will have no immediate impact on core services. However, any future recommendations that may arise as a result of this IGA may effect core services. No changes can be made to the existing IGA for fire protection services without the consent of all parties, apart from termination. The City of Urbana provides fire protection and emergency response to the University of Illinois, and Urbana Fire Station 4 is located on the University of Illinois campus. In FY 2024, the City of Urbana will receive \$2,319,800 for services provided as part of the IGA.

Strategic Goals & Plans

N/A

Previous Council Actions

The City of Urbana originally entered into the IGA in 1997 ([Ordinance 9798-53](#)). The IGA was amended in 2008 ([Ordinance 2008-02-009](#)) and 2016 ([Resolution 2015-09-056R](#)).

Discussion

Operations Impact

The City of Urbana will be the lead agency for the proposed IGA for consultation services and will issue a request for proposals, coordinate with any selected consultant, make any payments, and maintain appropriate records.

Fiscal and Budget Impact

The IGA obligates the City to issue an RFP and, upon consensus of the partner agencies, select a consultant. The costs for a consultant are unknown at this time and will require additional budget approval at a later date. Parties will share all costs equally on a reimbursable basis to the City of Urbana.

Recommendation

City Council is asked to approve the Intergovernmental Agreement.

Next Steps

If approved, staff will work with the partner agencies to undertake the project as defined in the attached IGA for consultation services.

Attachments

1. A Resolution Approving an Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services
2. Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services

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

Reviewed: Carol Mitten, City Administrator

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNIVERSITY OF ILLINOIS AND THE CITIES OF URBANA AND
CHAMPAIGN FOR CONSULTATION SERVICES RELATED TO FIRE
PROTECTION SERVICES**

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

WHEREAS, in 1997, the University of Illinois (hereafter “University”), the City of Champaign (hereafter “Champaign”), and Urbana entered into an Intergovernmental Agreement (hereafter “IGA”) for Fire Protection Services, under which Urbana and Champaign agreed to provide certain fire protection services to the University in exchange for compensation; and

WHEREAS, in 2008, the parties entered into an agreement to amend the IGA, and in 2016, the parties entered into an agreement to further amend the IGA; and

WHEREAS, the parties to this Agreement wish to determine whether changes to the IGA are necessary to continue to meet the objectives of the original agreement for Urbana and Champaign to provide coordinated fire protection and emergency response services to the University in a cost-effective manner for all parties involved; and

WHEREAS, an up-to-date IGA will ensure effective provision of fire protection and emergency services to the people and property of the University. It will also ensure sustainable levels of support by Champaign and Urbana by proper alignment of service levels, costs, and payments for services; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 22011 et seq.) provides for intergovernmental cooperation.

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

Section 1. The Intergovernmental Agreement Between the University of Illinois and the Cities of Urbana and Champaign for Consultation Services Related to Fire Protection Services, which is attached hereto and incorporated by reference herein, shall be and hereby is 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:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNIVERSITY OF ILLINOIS
AND THE CITIES OF URBANA AND CHAMPAIGN FOR CONSULTATION SERVICES
RELATED TO FIRE PROTECTION SERVICES**

The parties to this Intergovernmental Agreement (hereafter "Agreement") are The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (hereafter "University"), the City of Champaign, Illinois, a Home Rule municipal corporation (hereafter "Champaign"), and the City of Urbana, Illinois, also a Home Rule municipal corporation (hereafter "Urbana").

WHEREAS, in 1997, the parties entered into an Intergovernmental Agreement (hereafter "IGA") between the University, Urbana and Champaign for Fire Protection Services, under which Urbana and Champaign agreed to provide certain fire protection services to the University in exchange for compensation.

WHEREAS, in 2008 the parties entered into an agreement to amend the IGA, and in 2016 the parties entered into an agreement to further amend the IGA.

WHEREAS, the parties to this Agreement wish to determine whether changes to the IGA are necessary to continue to meet the objectives of the original agreement to provide enhanced fire protection and emergency response services to the University in a cost effective manner for all parties involved.

WHEREAS, an up-to-date IGA will ensure effective provision of fire protection and emergency services to the people and property of the University. It will also ensure sustainable levels of support by Champaign and Urbana by proper alignment of service levels, costs, and payments for services.

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 22011 et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, for and in consideration of the mutual promises herein, the parties agree as follows:

Section 1. Nature of Agreement: Determine whether to amend the IGA to incorporate forward-looking changes that marry the desired level of service by the University with the capacity of Urbana and Champaign.

Section 2. Process:

1. A consultant will be engaged to objectively examine the existing level of service, desired level of service, and the resources necessary to provide the desired level of services.
2. Representatives of the parties will come to a consensus on project scope, consultant selections, and recommended changes to the IGA, if any.
3. Decisions to proceed will only occur when there is a consensus among representatives of the parties.
4. As Lead Agency among the parties, Urbana will issue a Request for Proposals (RFP) for consulting services and maintain appropriate records.

Section 3. Cost Allocation: Parties will share all costs equally on a reimbursable basis to Urbana as Lead Agency. Consultant costs are not yet known and budgeted for, and therefore, all parties must agree to proceed with unanimous consensus.

Section 4. Deliverable phases: The key deliverables of this project will be:

1. Create a scope of work and then issuing an RFP, reviewing and evaluating responses, culminating in the selection of a consultant.
2. Work with the consultant selected to deliver the agreed upon scope of work.
3. Consider any recommendations of the consultant for changes to the IGA by the parties. The parties will negotiate proposed revised terms in an attempt to adopt any

proposed revised terms by the respective authorities and the allocation of resources to implement any potential changes.

Section 5. Term and Termination: The term of this Agreement shall run until all deliverable phases of this Agreement, as defined in Section 4 are completed. This Agreement shall not exceed five (5) years from the effective date of this Agreement unless the parties agree to extend the term of this agreement by unanimous consent. Any of the parties may terminate this Agreement for cause following thirty (30) days after written notice to the other parties of a material breach of this Agreement if the party or parties in breach are unable to cure the material breach within thirty (30) days of notice. Any of the parties may terminate this Agreement without cause following sixty (60) days written notice to the other parties. Additionally, any of the parties may terminate this agreement without cause immediately if any other party is not able to contribute its share of funding due to any of the limitations referenced in Section 8. A terminating party or parties are not entitled to reimbursement of costs already expended.

Section 6. Notices. Service of notice under this Agreement shall, unless otherwise directed in writing, be delivered to the parties respectively at the following addresses:

FOR THE UNIVERSITY: The Office of the Vice Chancellor for Administration and Operations

FOR THE CITY OF CHAMPAIGN: Office of the City Clerk

FOR THE CITY OF URBANA: Office of the City Clerk

Section 7. Authority: All signatories to this Agreement are fully authorized to enter into this Agreement.

The effective date of this Agreement shall be the date that the last of the following persons executes this Agreement:

- (a) The Mayor of the City of Urbana;
- (b) The City Manager of the City of Champaign;
- (c) The Delegate of the Board of Trustees of the University of Illinois.

Section 8. Legal Limitations of Parties. Being Public Bodies, to wit Champaign and Urbana each being a home rule municipality, and the University being a specially chartered body corporate and politic of the State of Illinois, despite the constitutional provisions encouraging governmental cooperation, the parties remain subject to various constitutional and statutory restraints and limitations including the availability of funds which may be lawfully devoted to such purposes. Additionally, the parties remain subject to internal policies requiring approval by the respective governing bodies of the parties for expenditure of funds above and beyond certain limits, and therefore cannot commit to expenditure of funds above and beyond certain limits without prior approval of the respective governing bodies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year below written.

CITY OF URBANA, ILLINOIS

CITY OF CHAMPAIGN, ILLINOIS

BY: _____

BY: _____

DATE: _____

DATE: _____

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

BY: _____

DATE: _____