

**DATE:** Monday, November 13, 2023  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
- C. Additions to the Agenda
- D. Presentation and Public Input
  - 1. Public Health's Harm Reduction Programs - Joe Trotter CUPHD, CM's Evans and Wilken
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Shirese Hursey, Ward 3*)
  - 1. Consent Agenda
    - a. **Resolution No. 2023-11-090R:** A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – New American Welcome Center - CD
    - b. **Resolution No. 2023-11-091R:** A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – The Refugee Center - CD
    - c. **Resolution No. 2023-11-089R:** A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – Cunningham Township Supervisor's Office - CD
    - d. **Resolution No. 2023-11-088R:** A Resolution Estimating the Tax Levy (Fiscal Year 2023-2024) - HRF
    - e. **Ordinance No. 2023-11-041:** An Ordinance Vacating a Street (Boyden Street, east of Cunningham Avenue, between Oakland Avenue and Kerr Avenue) - PW
    - f. **Ordinance No. 2023-11-040:** An Ordinance Amending Urbana City Code Chapter Three, Section 3-43 (Maintaining the number of Class R&T-1 liquor licenses for Davis Candlin LLC d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.) - Exec

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

## **2. Regular Agenda**

**H. Reports of Special Committees**

**I. Reports of Officers**

**J. New Business**

**K. Discussion**

**1. Facilitated Discussion - Mayor & Council Strategic Goals Update**

**L. Adjournment**

## PUBLIC INPUT

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

### Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: [citycouncil@urbanaininois.us](mailto: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](mailto:CityClerk@urbanillinois.us)

**RESOLUTION NO. 2023-XX-XXXX****A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN  
SERVICES GRANT AGREEMENT – SUPPORTING MUNICIPALITIES FOR  
ASYLUM SEEKER SERVICES – NEW AMERICAN WELCOME CENTER**

**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 \$247,917.50 to reimburse the City for subgrants to non-profit agencies that provide direct services to asylum seekers; and

**WHEREAS**, the City has accepted the Grant on the terms and conditions provided by IDHS as described in the exhibit appended hereto and made a part hereof; and

**WHEREAS**, New American Welcome Center has heretofore expressed their intent to provide services to eligible Asylum Seekers as a subgrantee of the City utilizing IDHS funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$113,818 in IDHS funds to New American Welcome Center so as to provide services to eligible Asylum Seekers in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to 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:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CITY OF URBANA**  
**SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES (SMASS)**  
**GRANT AGREEMENT**

Fiscal Year 2023 – 2024

Grantee Name: New American Welcome Center  
 Grantee Address: 1001 S. Wright Street, Champaign, IL 61820

This Supporting Municipalities for Asylum Seeker Services (“SMASS”) Grant Agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of the Agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$113,818 for use in providing services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the City under the laws of the State of Illinois and in accordance with the terms, conditions, and provisions of the Grant Agreement.
2. **Scope of Work.** The Work Plan and Budget (Attachments A and B) serve as the “Scope of Work” for the SMASS grant. The Grantee must work with the City to complete the work, expend funding, and meet performance metrics. The Grantee must communicate to the City any changes that may emerge and obtain approval from the City for such changes, such as change in the Work Plan, the expenditure of funds, or key personnel responsible for administering any aspect of the SMASS program.
3. **Budget Revisions.** Revisions to the approved Budget greater than 10% per any line item, and in the aggregate, are not allowed without prior approval by the City.
4. **Grant Period.** The grant is effective when the SMASS FY 2023-2024 Grant Agreement is signed by both the Grantee and the City, and will cover July 1, 2023 to June 30, 2024. The Grantee may incur eligible grant-related costs for this time period. Funding not expended by the conclusion of the funding period must be returned to the City.
5. **Use of Funds.** Funds are to be expended only for services and goods described in the attached Work Plan and Budget. All expenditures must be directed towards Eligible Services for Eligible Asylum Seekers, and conform with the terms and conditions in Attachment A. For purposes of this program, Asylum Seeker is defined as “an individual who crossed the Mexico/U.S. border on or after August 1, 2022, with the intent to stay permanently, and who does not possess any permanent or interim U.S. legal status (which does not include being in parole status), such as legal permanent residency, a student or work visa, etc.”

The Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

6. **Notification.** The Grantee shall immediately notify the City of changes that impact the timely completion of activities supported under this grant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
7. **Reporting Requirements.** Grantees are required to submit a monthly Progress Report to the City describing progress on grant funded activities and a monthly Budget Expenditures Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of the following month, until the conclusion of the grant period. Grantees shall familiarize themselves with the monthly reporting forms, and keep careful ledgers and other records of all costs related to this grant.

For each expense, Grantees must provide evidence of:

- The nature of the good or service and cost;
- the date(s) it was acquired or performed;
- the provider of the good or service (employees or vendors); and
- proof of payment.

If the Grantee is requesting reimbursement for eligible program expenses that were incurred during the grant period, but prior to the execution of the Agreement, the Grantee must submit one Report to the City describing the activities and a one Budget Expenditure Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of December, 2023. The City will reimburse the Grantee for eligible costs incurred during this period provided that the Grantee can demonstrate all expenditures as being properly associated with the type of expenditures eligible for reimbursement under the program.

8. **Payment Procedure.** The City will reimburse grantees on a monthly basis for the total amount approved for the prior month following receipt, review, and approval of the monthly Progress Report and Budget Report. The Progress Report and Budget Report must be submitted monthly to the City of Urbana and City of Champaign via email to:

**City of Champaign**

Janel Gomez

Community Relations Manager & Compliance Officer

[janel.gomez@champaignil.gov](mailto:janel.gomez@champaignil.gov)

**City of Urbana**

Breaden Belcher



Grants Division Manager  
[bjbelcher@urbanaininois.us](mailto:bjbelcher@urbanaininois.us)

9. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.
10. **Termination.** Grantee acknowledges that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. If the Grantee fails or neglects to comply with any provision of this Agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The City will not be obligated to make any reimbursements for expenditures made after the City issues that 30-day notice. The Grantee's obligation to make full and final payment of all amounts due under this Agreement will survive the termination of this Agreement until fulfilled.
11. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Agreement.
12. **Third party beneficiaries.** The Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.
13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this Agreement to another person or entity without the City's express written consent.
14. **Entire agreement; amendments in writing.** The Agreement 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.
15. **Notices.** The parties shall give all notices required or permitted by the 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.

**Grantee:**

Akua Forkuo-Sekyere, Director  
**New American Welcome Center**  
 1001 S Wright St  
 Champaign, IL 61820  
[akua@universityymca.org](mailto:akua@universityymca.org)

**City of Urbana**

Breaden Belcher, Grants Division Manager  
 City of Urbana  
 400 S Vine St  
 Urbana, IL 61801  
[bjbelcher@urbanailinois.us](mailto:bjbelcher@urbanailinois.us)

16. **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.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this Agreement for lobbying purposes.

18. **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) or by facsimile will be deemed original signatures for all purposes.

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

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_

Name  
President

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Diane Wolfe Marlin  
Mayor

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name  
Secretary

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_, 2023

## ATTACHMENT A

### Work Plan

| <b>Notes</b>   |                           |
|--|---------------------------|
| 1. SBA = Southern Border Arrivals (another term for asylum seekers)  |                           |
| 2. If not possible or relevant, goals do not have to be identified for each of the below-identified metrics. However, we want to learn how most of these metrics are advancing during the course of the SMASS grant, and are thus hoping you can track metrics   |                           |
|  | <b>Project Goals FY24</b> |
| <b>Housing</b>   |                           |
| <b>TRC to provide emergency shelter assistance via hotel rooms. NAWC to provide emergency shelter assistance. CTSO to provide shelter assistance as transitional housing support.</b>  |                           |
| a) # of SBAs served in shelters  |                           |
| # of single adults   |                           |
| # of families  |                           |
| b) # of shelter days provided  |                           |
| Average # shelter days provided per SBA  |                           |
| <b>TRC, NAWC to provide rental assistance. CTSO to provide housing and homeless case management.</b>   |                           |
| a) # of SBA households enrolled in housing case management   |                           |
| b) # of SBA families placed in housing with or without rental assistance   |                           |
| # of SBA individuals placed in housing with or without rental assistance   |                           |
| # of SBA households placed in housing with rental assistance   |                           |
| # of months for which rental assistance is being committed per household   |                           |
| <b>Food</b>  |                           |
| <b>Cunningham Township providing food delivery program and also garden plots?</b>  |                           |
| a) # of SBAs provided with food assistance   |                           |
| b) # of meals provided   |                           |
| <b>Wraparound Services</b>   |                           |
| <b>TRC and NAWC providing comprehensive case mgmt services including housing and legal services; CTSO will be providing referrals to health care providers as well as a portion of case management costs for those working directly with asylum referrals.</b>   |                           |
| a) # of SBAs provided with case management intake and services   |                           |
| b) # of SBA households securely reunited with personal connections   |                           |
| <b>Linkages with services</b>  |                           |
| # of SBA enrolled in state benefit programs  |                           |
| # of SBA children enrolled in schools  |                           |
| # of SBA adults enrolled in English or other educational programs  |                           |
| # of SBAs who have secured employment  |                           |
| c) Other services  |                           |
| <b>Legal Assistance</b>  |                           |
| <b>NAWC will support the increased legal staff capacity needed to provide legal screenings and legal case management to asylum seekers. CTSO will contract immigration legal assistance, provide subsidies towards the cost of a citizenship/naturalization or asylum application based on the cost of \$1000/application (\$3000), and distribute \$2000 in transportation funds for asylum seekers to support immigration status adjustment.</b> |                           |
| a) # of SBAs provided with legal services  |                           |
| b) # of legal workshops provided   |                           |
| c) # of applications submitted:  |                           |
| for asylum   |                           |
| for TPS  |                           |
| for other legal remedies   |                           |
| for employment authorization   |                           |
| <b>Health &amp; Wellness</b>   |                           |
| <b>Not providing direct health services</b>  |                           |
| a) # of SBAs provided with health care services (including dental or vision)   |                           |
| b) # of SBAs receiving behavioral and/or mental health services  |                           |

ATTACHMENT B  
Budget

|  |                             |               |                                      |                           |                     |
|--|-----------------------------|---------------|--------------------------------------|---------------------------|---------------------|
| New American<br>Welcome Center   |                             |               |                                      |                           |                     |
| <b>Budget line items</b>   | <b>Shelter/<br/>Housing</b> | <b>Food</b>   | <b>Wrap-<br/>around<br/>Services</b> | <b>Legal<br/>Supports</b> | <b>Total</b>        |
| Personnel  |                             |               | \$20,800.00                          | \$41,600.00               |                     |
| Fringe benefits  |                             |               | \$3,182.00                           | \$21,886.00               |                     |
| Travel   |                             |               | \$2,000.00                           |                           |                     |
| Equipment  |                             |               |                                      |                           |                     |
| Supplies   |                             |               |                                      |                           |                     |
| Contractual<br>service/sub awards  |                             |               | \$1,000.00                           |                           |                     |
| Consultant   |                             |               |                                      |                           |                     |
| Construction   |                             |               |                                      |                           |                     |
| Occupancy (rent<br>and utilities)  | \$20,000.00                 |               |                                      |                           |                     |
| Telecommunications   |                             |               |                                      |                           |                     |
| Training and<br>Education  |                             |               | \$750.00                             | \$2,600.00                |                     |
| Other - List specific<br>item and explain<br>why they are needed<br>in the budget<br>narrative |                             |               |                                      |                           |                     |
| <b>TOTAL</b>   | <b>\$20,000.00</b>          | <b>\$0.00</b> | <b>\$27,732.00</b>                   | <b>\$66,086.00</b>        | <b>\$113,818.00</b> |

**RESOLUTION NO. 2023-XX-XXXX****A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT  
AGREEMENT – SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES – THE  
REFUGEE CENTER**

**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 \$247,917.50 to reimburse the City for subgrants to non-profit agencies that provide direct services to asylum seekers; and

**WHEREAS**, the City has accepted the Grant on the terms and conditions provided by IDHS as described in the exhibit appended hereto and made a part hereof; and

**WHEREAS**, The Refugee Center has heretofore expressed their intent to provide services to eligible Asylum Seekers as a subgrantee of the City utilizing IDHS funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$72,899.50 in IDHS funds to The Refugee Center so as to provide services to eligible Asylum Seekers in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to 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:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CITY OF URBANA**  
**SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES (SMASS)**  
**GRANT AGREEMENT**

Fiscal Year 2023 – 2024

Grantee Name: The Refugee Center  
 Grantee Address: 201 W. Kenyon Road, Champaign, IL 61820

This Supporting Municipalities for Asylum Seeker Services (“SMASS”) Grant Agreement is made between the City of Urbana, an Illinois municipal corporation (the “City”), and the above-named grantee, an Illinois not-for-profit agency (the “Grantee”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of the Agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$72,899.50 for use in providing services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the City under the laws of the State of Illinois and in accordance with the terms, conditions, and provisions of the Grant Agreement.
2. **Scope of Work.** The Work Plan and Budget (Attachments A and B) serve as the “Scope of Work” for the SMASS grant. The Grantee must work with the City to complete the work, expend funding, and meet performance metrics. The Grantee must communicate to the City any changes that may emerge and obtain approval from the City for such changes, such as change in the Work Plan, the expenditure of funds, or key personnel responsible for administering any aspect of the SMASS program.
3. **Budget Revisions.** Revisions to the approved Budget greater than 10% per any line item, and in the aggregate, are not allowed without prior approval by the City.
4. **Grant Period.** The grant is effective when the SMASS FY 2023-2024 Grant Agreement is signed by both the Grantee and the City, and will cover July 1, 2023 to June 30, 2024. The Grantee may incur eligible grant-related costs for this time period. Funding not expended by the conclusion of the funding period must be returned to the City.
5. **Use of Funds.** Funds are to be expended only for services and goods described in the attached Work Plan and Budget. All expenditures must be directed towards Eligible Services for Eligible Asylum Seekers, and conform with the terms and conditions in Attachment A. For purposes of this program, Asylum Seeker is defined as “an individual who crossed the Mexico/U.S. border on or after August 1, 2022, with the intent to stay permanently, and who does not possess any permanent or interim U.S. legal status (which does not include being in parole status), such as legal permanent residency, a student or work visa, etc.”



The Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

6. **Notification.** The Grantee shall immediately notify the City of changes that impact the timely completion of activities supported under this grant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
7. **Reporting Requirements.** The Grantee is required to submit a monthly Progress Report to the City describing progress on grant funded activities and a monthly Budget Expenditures Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of the following month, until the conclusion of the grant period. The Grantee shall familiarize themselves with the monthly reporting forms, and keep careful ledgers and other records of all costs related to this grant.

For each expense, Grantees must provide evidence of:

- The nature of the good or service and cost;
- the date(s) it was acquired or performed;
- the provider of the good or service (employees or vendors); and
- proof of payment.

If the Grantee is requesting reimbursement for eligible program expenses that were incurred during the grant period, but prior to the execution of the Agreement, the Grantee must submit one Report to the City describing the activities and a one Budget Expenditure Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of December, 2023. The City will reimburse the Grantee for eligible costs incurred during this period provided that the Grantee can demonstrate all expenditures as being properly associated with the type of expenditures eligible for reimbursement under the program.

8. **Payment Procedure.** The City will reimburse grantees on a monthly basis for the total amount approved for the prior month following receipt, review, and approval of the monthly Progress Report and Budget Report. The Progress Report and Budget Report must be submitted monthly to the City of Urbana and City of Champaign via email to:

**City of Champaign**

Janel Gomez

Community Relations Manager & Compliance Officer

[janel.gomez@champaignil.gov](mailto:janel.gomez@champaignil.gov)

**City of Urbana**

Breaden Belcher

Grants Division Manager  
[bjbelcher@urbanaininois.us](mailto:bjbelcher@urbanaininois.us)

9. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.
10. **Termination.** Grantee acknowledges that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. If the Grantee fails or neglects to comply with any provision of this Agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The City will not be obligated to make any reimbursements for expenditures made after the City issues that 30-day notice. The Grantee's obligation to make full and final payment of all amounts due under this Agreement will survive the termination of this Agreement until fulfilled.
11. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Agreement.
12. **Third party beneficiaries.** The Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.
13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this Agreement to another person or entity without the City's express written consent.
14. **Entire agreement; amendments in writing.** The Agreement 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.
15. **Notices.** The parties shall give all notices required or permitted by the 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.

**Grantee:**

Lisa Wilson, Executive Director  
The Refugee Center  
201 W Kenyon Rd  
Champaign, IL 61820  
[lisawilson@ecirmac.org](mailto:lisawilson@ecirmac.org)

**City of Urbana**

Breaden Belcher, Grants Division Manager  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
[bjbelcher@urbanailinois.us](mailto:bjbelcher@urbanailinois.us)

16. **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.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this Agreement for lobbying purposes.

18. **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) or by facsimile will be deemed original signatures for all purposes.

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

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_

Name  
President

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Diane Wolfe Marlin  
Mayor

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name  
Secretary

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_, 2023

## ATTACHMENT A

### Work Plan

| Notes  |                    |
|--|--------------------|
| 1. SBA = Southern Border Arrivals (another term for asylum seekers)  |                    |
| 2. If not possible or relevant, goals do not have to be identified for each of the below-identified metrics. However, we want to learn how most of these metrics are advancing during the course of the SMASS grant, and are thus hoping you can track metrics   |                    |
|  | Project Goals FY24 |
| <b>Housing</b>   |                    |
| <b>TRC to provide emergency shelter assistance via hotel rooms. NAWC to provide emergency shelter assistance. CTSO to provide shelter assistance as transitional housing support.</b>  |                    |
| a) # of SBAs served in shelters  |                    |
| # of single adults   |                    |
| # of families  |                    |
| b) # of shelter days provided  |                    |
| Average # shelter days provided per SBA  |                    |
| <b>TRC, NAWC to provide rental assistance. CTSO to provide housing and homeless case management.</b>   |                    |
| a) # of SBA households enrolled in housing case management   |                    |
| b) # of SBA families placed in housing with or without rental assistance   |                    |
| # of SBA individuals placed in housing with or without rental assistance   |                    |
| # of SBA households placed in housing with rental assistance   |                    |
| # of months for which rental assistance is being committed per household   |                    |
| <b>Food</b>  |                    |
| <b>Cunningham Township providing food delivery program and also garden plots?</b>  |                    |
| a) # of SBAs provided with food assistance   |                    |
| b) # of meals provided   |                    |
| <b>Wraparound Services</b>   |                    |
| <b>TRC and NAWC providing comprehensive case mgmt services including housing and legal services; CTSO will be providing referrals to health care providers as well as a portion of case management costs for those working directly with asylum referrals.</b>   |                    |
| a) # of SBAs provided with case management intake and services   |                    |
| b) # of SBA households securely reunited with personal connections   |                    |
| <b>Linkages with services</b>  |                    |
| # of SBA enrolled in state benefit programs  |                    |
| # of SBA children enrolled in schools  |                    |
| # of SBA adults enrolled in English or other educational programs  |                    |
| # of SBAs who have secured employment  |                    |
| c) Other services  |                    |
| <b>Legal Assistance</b>  |                    |
| <b>NAWC will support the increased legal staff capacity needed to provide legal screenings and legal case management to asylum seekers. CTSO will contract immigration legal assistance, provide subsidies towards the cost of a citizenship/naturalization or asylum application based on the cost of \$1000/application (\$3000), and distribute \$2000 in transportation funds for asylum seekers to support immigration status adjustment.</b> |                    |
| a) # of SBAs provided with legal services  |                    |
| b) # of legal workshops provided   |                    |
| c) # of applications submitted:  |                    |
| for asylum   |                    |
| for TPS  |                    |
| for other legal remedies   |                    |
| for employment authorization   |                    |
| <b>Health &amp; Wellness</b>   |                    |
| <b>Not providing direct health services</b>  |                    |
| a) # of SBAs provided with health care services (including dental or vision)   |                    |
| b) # of SBAs receiving behavioral and/or mental health services  |                    |

ATTACHMENT B  
Budget

| The Refugee Center   |                     |               |                         |                   |                    |
|--|---------------------|---------------|-------------------------|-------------------|--------------------|
| Budget line items  | Shelter/<br>Housing | Food          | Wrap-around<br>Services | Legal<br>Supports | Total              |
| Personnel  |                     |               | \$39,108.80             |                   |                    |
| Fringe benefits  |                     |               | \$5,957.95              |                   |                    |
| Travel   |                     |               | \$32.75                 |                   |                    |
| Equipment  |                     |               | \$650.00                |                   |                    |
| Supplies   |                     |               | \$150.00                |                   |                    |
| Contractual<br>service/sub awards  |                     |               |                         |                   |                    |
| Consultant   |                     |               | \$2,000.00              |                   |                    |
| Construction   |                     |               |                         |                   |                    |
| Occupancy (rent<br>and utilities)  | \$25,000.00         |               |                         |                   |                    |
| Telecommunications   |                     |               |                         |                   |                    |
| Training and<br>Education  |                     |               |                         |                   |                    |
| Other - List specific<br>item and explain<br>why they are needed<br>in the budget<br>narrative |                     |               |                         |                   |                    |
| <b>TOTAL</b>   | <b>\$25,000.00</b>  | <b>\$0.00</b> | <b>\$47,899.50</b>      | <b>\$0.00</b>     | <b>\$72,899.50</b> |



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** November 6, 2023 Committee of the Whole

**Subject:** A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – Cunningham Township Supervisor’s Office

A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – New American Welcome Center

A Resolution Approving and Authorizing the Execution of an Illinois Department of Human Services Grant Agreement – Supporting Municipalities for Asylum Seeker Services Agreement – The Refugee Center

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### Summary

#### *Action Requested*

City staff are seeking authorization to execute subgrantee agreements with three local agencies to carry out programs and services under the Supporting Municipalities for Asylum Seeker Services Grant Program through the Illinois Department of Human Services (IDHS). On October 23, 2023, City Council approved acceptance of the \$247,917 grant, which will support housing, shelter, and wraparound services for recently arrived refugees and asylum seekers in Champaign County.

#### *Background*

The grant budget is included in Attachment A, and the Work Plan can be found in Attachment B. Per IDHS guidelines, Asylum Seeker is defined as “an individual who crossed the Mexico/U.S. border on or after August 1, 2022, with the intent to stay permanently, and who does not possess any permanent or interim U.S. legal status (which does not include being in parole status), such as legal permanent residency, a student or work visa, etc.”

### Relationship to City Services and Priorities

#### *Impact on Core Services*

There will be no direct impact on core City services as a result of executing these grant agreements. However, by funding shelter, wraparound care, and other services for recently arriving migrants, this grant will help reduce homelessness and provide stability for an estimated 300 individuals in Urbana and Champaign.

#### *Strategic Goals & Plans*

By executing grant agreements under the Supporting Municipalities for Asylum Seeker Services Grant Program, City staff will address several 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**

#### *Additional Background Information*

This grant will cover July 1, 2023 to June 30, 2024. Grantees may incur eligible grant-related costs for this time period. Grantees will be required to submit monthly progress reports and reimbursement requests.

#### *Operations Impact*

The reporting process will be jointly administered by Grants Management staff, and the City of Champaign. There will be no fiscal impact on the City General Fund, as the funding comes from IDHS. Funding not expended by the conclusion of the funding period must be returned to IDHS.

### **Attachments**

- A. Budget
- B. Work Plan
- C. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT AGREEMENT – SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES – CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE
- D. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT AGREEMENT – SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES – NEW AMERICAN WELCOME CENTER
- E. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT AGREEMENT –



SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES – THE  
REFUGEE CENTER

Originated by: Breaden Belcher, Grants Division Manager

Reviewed: Kimberly Smith, Community Development Services Director

Approved: Carol Mitten, City Administrator

ATTACHMENT A  
Budget

| <b>Budget Per Agency</b>    |                     |
|-----------------------------|---------------------|
| Cunningham Township         | \$61,200            |
| New American Welcome Center | \$113,818           |
| The Refugee Center          | \$72,899.50         |
| <b>Total:</b>               | <b>\$247,917.50</b> |

| <b>Budget Per Service Category</b> |                     |
|------------------------------------|---------------------|
| Shelter/Housing                    | \$67,700            |
| Food                               | \$14,500            |
| Wrap-around Services               | \$87,631.50         |
| Legal Support                      | \$78,086            |
| <b>Total:</b>                      | <b>\$247,917.50</b> |

## ATTACHMENT B

### Work Plan

| <b>Notes</b>   |                           |
|--|---------------------------|
| 1. SBA = Southern Border Arrivals (another term for asylum seekers)  |                           |
| 2. If not possible or relevant, goals do not have to be identified for each of the below-identified metrics. However, we want to learn how most of these metrics are advancing during the course of the SMASS grant, and are thus hoping you can track metrics   |                           |
|  | <b>Project Goals FY24</b> |
| <b>Housing</b>   |                           |
| <b>TRC to provide emergency shelter assistance via hotel rooms. NAWC to provide emergency shelter assistance. CTSO to provide shelter assistance as transitional housing support.</b>  |                           |
| a) # of SBAs served in shelters  |                           |
| # of single adults   |                           |
| # of families  |                           |
| b) # of shelter days provided  |                           |
| Average # shelter days provided per SBA  |                           |
| <b>TRC, NAWC to provide rental assistance. CTSO to provide housing and homeless case management.</b>   |                           |
| a) # of SBA households enrolled in housing case management   |                           |
| b) # of SBA families placed in housing with or without rental assistance   |                           |
| # of SBA individuals placed in housing with or without rental assistance   |                           |
| # of SBA households placed in housing with rental assistance   |                           |
| # of months for which rental assistance is being committed per household   |                           |
| <b>Food</b>  |                           |
| <b>Cunningham Township providing food delivery program and also garden plots?</b>  |                           |
| a) # of SBAs provided with food assistance   |                           |
| b) # of meals provided   |                           |
| <b>Wraparound Services</b>   |                           |
| <b>TRC and NAWC providing comprehensive case mgmt services including housing and legal services; CTSO will be providing referrals to health care providers as well as a portion of case management costs for those working directly with asylum referrals.</b>   |                           |
| a) # of SBAs provided with case management intake and services   |                           |
| b) # of SBA households securely reunited with personal connections   |                           |
| <b>Linkages with services</b>  |                           |
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| # of SBAs who have secured employment  |                           |
| c) Other services  |                           |
| <b>Legal Assistance</b>  |                           |
| <b>NAWC will support the increased legal staff capacity needed to provide legal screenings and legal case management to asylum seekers. CTSO will contract immigration legal assistance, provide subsidies towards the cost of a citizenship/naturalization or asylum application based on the cost of \$1000/application (\$3000), and distribute \$2000 in transportation funds for asylum seekers to support immigration status adjustment.</b> |                           |
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| for asylum   |                           |
| for TPS  |                           |
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| for employment authorization   |                           |
| <b>Health &amp; Wellness</b>   |                           |
| <b>Not providing direct health services</b>  |                           |
| a) # of SBAs provided with health care services (including dental or vision)   |                           |
| b) # of SBAs receiving behavioral and/or mental health services  |                           |

**RESOLUTION NO. 2023-XX-XXXX****A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ILLINOIS DEPARTMENT OF HUMAN SERVICES GRANT  
AGREEMENT – SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES –  
CUNNINGHAM TOWNSHIP SUPERVISOR’S OFFICE**

**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 \$247,917.50 to reimburse the City for subgrants to non-profit agencies that provide direct services to asylum seekers; and

**WHEREAS**, the City has accepted the Grant on the terms and conditions provided by IDHS as described in the exhibit appended hereto and made a part hereof; and

**WHEREAS**, Cunningham Township Supervisor’s Office has heretofore expressed their intent to provide services to eligible Asylum Seekers as a subgrantee of the City utilizing IDHS funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$61,200 in IDHS funds to the Cunningham Township Supervisor’s Office so as to provide services to eligible Asylum Seekers in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to 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:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**CITY OF URBANA**  
**SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKER SERVICES (SMASS)**  
**GRANT AGREEMENT**

Fiscal Year 2023 – 2024

Grantee Name: Cunningham Township Supervisor's Office  
 Grantee Address: 205 W. Green Street, Urbana, IL 61801

This Supporting Municipalities for Asylum Seeker Services ("SMASS") Grant Agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois unit of local government (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award.** Subject to the terms of the Agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to \$61,200 for use in providing services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the City under the laws of the State of Illinois and in accordance with the terms, conditions, and provisions of the Grant Agreement.
2. **Scope of Work.** The Work Plan and Budget (Attachments A and B) serve as the "Scope of Work" for the SMASS grant. The Grantee must work with the City to complete the work, expend funding, and meet performance metrics. The Grantee must communicate to the City any changes that may emerge and obtain approval from the City for such changes, such as change in the Work Plan, the expenditure of funds, or key personnel responsible for administering any aspect of the SMASS program.
3. **Budget Revisions.** Revisions to the approved Budget greater than 10% per any line item, and in the aggregate, are not allowed without prior approval by the City.
4. **Grant Period.** The grant is effective when the SMASS FY 2023-2024 Grant Agreement is signed by both the Grantee and the City, and will cover July 1, 2023 to June 30, 2024. The Grantee may incur eligible grant-related costs for this time period. Funding not expended by the conclusion of the funding period must be returned to the City.
5. **Use of Funds.** Funds are to be expended only for services and goods described in the attached Work Plan and Budget. All expenditures must be directed towards Eligible Services for Eligible Asylum Seekers, and conform with the terms and conditions in Attachment A. For purposes of this program, Asylum Seeker is defined as "an individual who crossed the Mexico/U.S. border on or after August 1, 2022, with the intent to stay permanently, and who does not possess any permanent or interim U.S. legal status (which does not include being in parole status), such as legal permanent residency, a student or work visa, etc."

The Grantee must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

6. **Notification.** The Grantee shall immediately notify the City of changes that impact the timely completion of activities supported under this grant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
7. **Reporting Requirements.** Grantees are required to submit a monthly Progress Report to the City describing progress on grant funded activities and a monthly Budget Expenditures Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of the following month, until the conclusion of the grant period. Grantees shall familiarize themselves with the monthly reporting forms, and keep careful ledgers and other records of all costs related to this grant.

For each expense, Grantees must provide evidence of:

- The nature of the good or service and cost;
- the date(s) it was acquired or performed;
- the provider of the good or service (employees or vendors); and
- proof of payment.

If the Grantee is requesting reimbursement for eligible program expenses that were incurred during the grant period, but prior to the execution of the Agreement, the Grantee must submit one Report to the City describing the activities and a one Budget Expenditure Report, including receipts for purchases totaling \$1,000 or more, by the 1<sup>st</sup> of December, 2023. The City will reimburse the Grantee for eligible costs incurred during this period provided that the Grantee can demonstrate all expenditures as being properly associated with the type of expenditures eligible for reimbursement under the program.

8. **Payment Procedure.** The City will reimburse grantees on a monthly basis for the total amount approved for the prior month following receipt, review, and approval of the monthly Progress Report and Budget Report. The Progress Report and Budget Report must be submitted monthly to the City of Urbana and City of Champaign via email to:

**City of Champaign**

Janel Gomez

Community Relations Manager & Compliance Officer

[janel.gomez@champaignil.gov](mailto:janel.gomez@champaignil.gov)

**City of Urbana**

Breaden Belcher

Grants Division Manager  
[bjbelcher@urbanaininois.us](mailto:bjbelcher@urbanaininois.us)

9. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.
10. **Termination.** Grantee acknowledges that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. If the Grantee fails or neglects to comply with any provision of this Agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The City will not be obligated to make any reimbursements for expenditures made after the City issues that 30-day notice. The Grantee's obligation to make full and final payment of all amounts due under this Agreement will survive the termination of this Agreement until fulfilled.
11. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Agreement.
12. **Third party beneficiaries.** The Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.
13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this Agreement to another person or entity without the City's express written consent.
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**Grantee:**

Danielle Chynoweth, Supervisor  
Cunningham Township  
205 W Green St  
Urbana, IL 61801  
[danielle@ctso.org](mailto:danielle@ctso.org)

**City of Urbana**

Breaden Belcher, Grants Division Manager  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
[bjbelcher@urbanailinois.us](mailto:bjbelcher@urbanailinois.us)

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

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_

Name  
President

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Diane Wolfe Marlin  
Mayor

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name  
Secretary

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_, 2023

## ATTACHMENT A

### Work Plan

| Notes  |                    |
|--|--------------------|
| 1. SBA = Southern Border Arrivals (another term for asylum seekers)  |                    |
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| <b>Health &amp; Wellness</b>   |                    |
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| b) # of SBAs receiving behavioral and/or mental health services  |                    |

ATTACHMENT B  
Budget

| Cunningham Township  |                     |                    |                         |                    |                    |
|--|---------------------|--------------------|-------------------------|--------------------|--------------------|
| Budget line items  | Shelter/<br>Housing | Food               | Wrap-around<br>Services | Legal<br>Supports  | Total              |
| Personnel  |                     |                    |                         |                    |                    |
| Fringe benefits  |                     |                    |                         |                    |                    |
| Travel   |                     |                    |                         | \$2,000.00         |                    |
| Equipment  |                     |                    |                         |                    |                    |
| Supplies   |                     | \$12,500.00        |                         | \$3,000.00         |                    |
| Contractual<br>service/sub awards  |                     |                    |                         | \$7,000.00         |                    |
| Consultant   |                     |                    |                         |                    |                    |
| Construction   |                     |                    |                         |                    |                    |
| Occupancy (rent<br>and utilities)  | \$20,200.00         | \$2,000.00         |                         |                    |                    |
| Telecommunications   |                     |                    |                         |                    |                    |
| Training and<br>Education  | \$2,500.00          |                    |                         |                    |                    |
| Other - List specific<br>item and explain<br>why they are needed<br>in the budget<br>narrative |                     |                    | \$12,000.00             |                    |                    |
| <b>TOTAL</b>   | <b>\$22,700.00</b>  | <b>\$14,500.00</b> | <b>\$12,000.00</b>      | <b>\$12,000.00</b> | <b>\$61,200.00</b> |

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

## A RESOLUTION ESTIMATING THE TAX LEVY

(Fiscal Year 2023-2024)

**WHEREAS**, Section 18-60 of the Truth in Taxation Law, 35 ILCS 200/18-60, requires the corporate authority of each taxing district, not less than 20 days prior to the adoption of its aggregate tax levy, to estimate the amounts of money necessary to be raised by taxation for that year upon the taxable property in its district; and

**WHEREAS**, Section 18-70 of the Truth in Taxation Law, 35 ILCS 200/18-70, requires the corporate authority of each taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated amounts to be levied exceed 105% of the property taxes extended or estimated to be extended, including any amount abated prior to such extension, upon the levy of the preceding year.

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

**Section 1.**

The amounts of money, exclusive of election costs, estimated and proposed to be levied for fiscal year 2023 - 2024 upon the taxable property in the City of Urbana is \$10,265,792.

**Section 2.**

The aggregate amount of property taxes for the City of Urbana, extended or estimated to be extended, including any amount abated by the corporate authority prior to such extension, upon the levy of the preceding fiscal year and exclusive of election costs, was \$9,361,182.

**Section 3.**

The amounts estimated and proposed to be levied in Section 1 of this Resolution are hereby determined to be 109.66% of the amounts extended or estimated to be extended for the preceding fiscal year.

This Resolution is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the corporate authorities (5 of 8 votes) of the City of Urbana, Illinois, at a meeting of said corporate authorities.

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

AYES:

NAYS:

ABSTENTIONS:

---

City Clerk

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

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Diane Wolfe Marlin, Mayor



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** November 6, 2023 Committee of the Whole  
**Subject:** Estimated Property Tax Levy

### Summary

#### *Action Requested*

Forward this resolution establishing an estimated property tax levy of \$10,265,792 for 2023 for approval at the City Council Meeting on November 13.

#### *Brief Background*

The first step in the property tax levy process is approval of an estimated tax levy, which establishes the total amount of taxes the City Council plans to levy. The estimated levy is used to determine whether the City is required to provide public notice and hold a public hearing prior to approving the final tax levy. The City Council must approve an estimated levy at least 20 days prior to adoption of the final levy. The recommended estimated levy is \$10,265,792, which is 109.66% of the 2022 extended levy. The City is required to provide notice and hold a public hearing because the increase is 5% or more. After abatements, this levy will maintain the current \$1.3499 City property tax rate.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The City levies taxes for “corporate purposes” (the General Operating Fund), the Library, and Police and Fire pensions. The levies for specific purposes are approved by the City Council when the final tax levy Ordinance is approved.

#### *Strategic Goals & Plans*

Property tax revenues may be used to support a variety of City services, including those related to Mayor and City Council goals.

#### *Previous Council Actions*

The City Council approves a property tax levy annually. Since the 2018 tax levy, the City tax rate has generally been maintained at \$1.3499 per \$100 of equalized assessed value (EAV).

The City Council approved updated Financial Policies related to tax levies for police and fire pensions on June 18, 2018 ([2018-06-023R](#)).

## Discussion

### *Additional Background Information*

Levies for Police and Fire Pension Funds are based on the funding plan approved by the City Council in the City's Financial Policies. The benefits are dictated by State statute and the current funding policy reflects a balanced approach to covering the City's long-term pension obligations while avoiding higher costs that could arise from failing to address unfunded liabilities and affect the City's ability to provide services in the long-term. Pursuant to State law, 8.12% of the total funding requirement will be met by using personal property replacement tax (PPRT) revenues. The total funding requirements and portions from PPRT are detailed below.

|                                | <b>Police Pension Fund</b> | <b>Fire Pension Fund</b> |
|--------------------------------|----------------------------|--------------------------|
| Funding requirement per policy | \$2,783,635                | \$1,439,341              |
| PPRT portion (8.12%)           | (\$226,031)                | (\$116,874)              |
| Levy amount for 2023           | \$2,557,604                | \$1,322,467              |

For the Library, the Mayor recommends a levy of \$4,009,959, which is an increase of about 2.3% over the 2022 tax levy. Property tax revenue is responsible for the vast majority of recurring revenues for the Library General Fund. This increase is needed to allow the Library to maintain current services, based upon the FY2024 budget.

Remaining revenues generated by property taxes would be allocated to the General Operating Fund, where they would be used to pay for basic City services, such as police and fire protection, and public works services. The recommended levy for corporate purposes is \$2,375,762. This is an increase of about 14.58% from the 2022 extended tax levy. When the final levy is extended, this component of the levy will be reduced to achieve the desired tax rate.

Staff will use a preliminary estimate of the EAV based upon the County Assessor's preliminary abstract of assessments, which does not include any reductions that may be made by the Board of Review. The estimate is \$760,485,338. This EAV would be an increase of 9.66% from the EAV upon which the extended levy for 2022 was based.

Staff will also prepare an Ordinance authorizing the County Clerk to abate (reduce) the tax levy to maintain the current tax rate based on the final EAV (which is not known when the City Council approves the levy). This Ordinance, which will be presented with the final tax levy, will direct the County Clerk to abate the corporate purpose levy to produce a final tax rate of \$1.3499. This allows the City to maximize property tax revenue at the current tax rate.

A levy for debt service was approved when bonds were issued in 2014 for Windsor Road improvements. That levy will be fully abated and the debt service will be paid from the Local Motor Fuel Tax Fund. All general obligation debt (GO) is backed by the City's taxing authority and the County Clerk is directed to levy for debt service when the bonds are issued. The final payment is due January 1, 2024 and the bond Ordinance calls for a 2023 levy for that payment.



*Operations Impact*

The property tax levy will help to maintain a variety of City services, including public safety, public works, and library services.

*Policy or Statutory Impacts*

None. The proposed property tax levy is consistent with City Financial Policies and Illinois law.

*Fiscal and Budget Impact*

The tax levy is likely to result in an increase of about \$200,000 in revenue available for basic City services, assuming the Board of Review reduces assessments by about 1%. However, this could vary considerably. This will be factored into the updated financial forecast used for determining strategy for the budget for FY2025. The City will be continuing on the path toward fully funding Police and Fire pensions, consistent with the City's current policy on pension funding.

*Community Impact*

The property tax levy supports a variety of services on which our residents depend. The Mayor recommends a tax rate for this year's levy of \$1.3499, which is the current City of Urbana tax rate. While the City's portion of the total tax levy is only about 12.5% of the total, this is important to trying to achieve a tax rate competitive with neighboring communities and can affect property values and economic development opportunities.

At this rate, City property taxes for an owner-occupied home are estimated as follows –

| Property Value | City Property Tax<br>at \$1.3499* |
|----------------|-----------------------------------|
| \$100,000      | \$369                             |
| \$150,000      | \$594                             |
| \$200,000      | \$819                             |
| \$250,000      | \$1,044                           |

\*City property tax = EAV (property value / 3), less owner-occupied exemption (\$6,000), divided by \$100, multiplied by tax rate

*Recommendation*

Forward this resolution establishing the estimated property tax levy for 2023 for approval at the City Council Meeting on November 13.

### *Next Steps*

The process for levying property taxes is summarized in the following table. This process is dictated by State statute.

| <b>Item</b>                                | <b>Date</b>       | <b>Requirements</b>  |
|--|-------------------|--|
| Estimated Levy – Committee                 | November 6, 2023  |  |
| Estimated Levy – City Council              | November 13, 2023 | Must be approved at least 20 days prior to final levy approval. (This is 28 days.)   |
| Publish Truth in Taxation Notice           | November 24, 2023 | Required if the estimated levy is more than 105% of the previous year's extended levy. Must be advertised 7 – 14 days prior to the public hearing, if required. (This is 10 days.) |
| Public Hearing                             | December 4, 2023  | Required if the estimated levy is more than 105% of the previous year's extended levy. Must be held before the levy is adopted by the City Council.                                |
| Final Tax Levy & Abatements – City Council | December 11, 2023 | Must be adopted in time to meet filing deadline below.   |
| City Clerk Files Levy with County by       | December 26, 2023 | Must be filed by 4th Tuesday in December. County Clerk will likely request this earlier due to holiday.  |

Because the City Council will have already reviewed the proposed tax levy in November, staff will place the final tax levy on the regular City Council agenda for December 11, without an additional committee meeting.

### **Attachments**

1. A Resolution Estimating The Tax Levy (Fiscal Year 2023-2024)

Originated by: Robert Kouzmanoff, Deputy Finance Director

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator



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

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## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** November 6, 2023 Committee of the Whole  
**Subject:** Street Right-of-Way Vacation – Boyden Street

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### Summary

#### *Action Requested:*

Approval of “AN ORDINANCE VACATING A STREET (Boyden Street, east of Cunningham Avenue, between Oakland Avenue and Kerr Avenue)”.

#### *Brief Background:*

This twenty-five (25) foot wide public street (alley) right-of-way (R.O.W.) located approximately 600 feet east of Cunningham Avenue between Oakland Avenue and Kerr Avenue was originally dedicated in 1906, prior to any substantial development in the area. Since that time, development in the area has occurred in a way that has not necessitated a public street in this location. The northern portion of the street (alley) right-of-way has been used as a driveway from the north (from Oakland Avenue) for the sole usage of the 1009 and 1009 ½ Boyden Street properties. The southern portion of the street (alley) right-of-way proposed for vacation does not have a paved travel way and never has. It is currently occupied entirely by trees and brush. Public Works requests and recommends to vacate this section of R.O.W.

The location of the proposed ROW vacation is shown in Exhibit A.

### Relationship to City Services and Priorities

#### *Strategic Goals & Plans*

This further promotes the current Mayor and Council Goal of improving the quality of current infrastructure by not dedicating additional public funds towards infrastructure assets that do not serve a public purpose.

### *Previous Council Actions*

Previously, Ordinance No. 2003-07-077 was passed by City Council to vacate the Boyden Street R.O.W. to the north between Oakland Avenue and Thompson Street as it did not exist as a traveled R.O.W.

### **Discussion**

#### *Additional Background Information*

No replatting of the benefitting lots will be performed or is required. If vacated, each of the two (2) adjoining owners (1009 ½ Boyden Street and 610 Kerr Avenue) will receive the entire width of the adjacent portion of the existing Boyden Street R.O.W. The owners of 609 Oakland Avenue have signed a letter waiving their rights to their portion of the vacated R.O.W. in favor of the owners of the 1009 ½ Boyden Street property.

#### *Fiscal and Budget Impact*

City R.O.W. vacation policy states that benefitting non-residential properties have to pay the land value of the vacated R.O.W. However, no payment from these benefitting properties will be collected in lieu of the financial benefits to the City in the form of reduced maintenance costs.

#### *Community Impact*

Please see Exhibit B which includes two (2) petitions signed by the adjoining owners; the owner at 1009 and 1009 ½ Boyden Street was delivered a petition but has not returned it. This exhibit also contains a letter waiving rights to vacated R.O.W. signed by the owner of 609 Oakland Avenue.

Public Works staff has contacted the utility companies and City department heads regarding the proposed R.O.W. vacation. There were no objections to vacating this R.O.W., but a request for a general utility easement has been received and will be accommodated.

#### *Recommendation*

Staff recommends approval of “AN ORDINANCE VACATING A STREET (Boyden Street, east of Cunningham Avenue, between Oakland Avenue and Kerr Avenue)”.

### **Attachments**

1. “ORDINANCE VACATING A STREET (Boyden Street, east of Cunningham Avenue, between Oakland Avenue and Kerr Avenue)”.
2. Plat Showing Public Right-of-Way Vacated
3. Exhibit A – Proposed Right-of-Way Vacation Map
4. Exhibit B – Public Alley Vacation Petitions and Letter for Waiving Rights to Vacated Right-of-Way

Originated by: Dan Rothermel, Professional Land Surveyor

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

**ORDINANCE NO. 2023-\_\_-\_\_****AN ORDINANCE VACATING A STREET**

(Boyden Street, east of Cunningham Avenue, between Oakland Avenue and Kerr Avenue)

**WHEREAS**, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that the corporate authorities of a municipality may by ordinance vacate any street or alley, or part thereof, within their jurisdiction after determining that the public interest will be subserved by said vacation; and

**WHEREAS**, in accordance with the requirements of Section 2-160 of the Urbana City Code, a public hearing was held on the 16<sup>th</sup> day of October, 2023, which said date was more than fifteen (15) days, but less than thirty (30) days following the publication of the Notice of Hearing in a newspaper of general circulation in the City of Urbana, to-wit, said publication having occurred on the 20<sup>th</sup> day of September, 2023, and the Zoning Administrator also caused to be mailed a copy of the said Notice so published to each of the last known taxpayers of record of all properties adjacent to or within 250' in each direction of the portion of the street proposed to be vacated, said mailing having been accomplished on the 29<sup>th</sup> day of September, 2023; and

**WHEREAS**, said vacation will not materially impair access to any property owner; and

**WHEREAS**, the City Council finds that the street is of no further use to the City except as hereinafter provided; and

**WHEREAS**, the City Council finds that the relief to the public from the further burden and responsibility of maintaining the street herein vacated is just and adequate compensation for the benefits that will accrue to the said owner; and

**WHEREAS**, upon the vacation of the street identified herein, title to the land included therein will vest in the owners of the land abutting thereon as set forth herein; and

**WHEREAS**, certain public service facilities are situated in the street; and

**WHEREAS**, the City Council further finds that the public interest is best served by the City's retention of a permanent easement in the right-of-way to be vacated for the installation, maintenance, renewal, and reconstruction of those facilities; and

**WHEREAS**, the City Council has determined that, other than the reservation of a permanent easement for public service facilities provided below, the public interest is subserved by this vacation of said right-of-way.

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

### **Section 1.**

The City Council of the City of Urbana, Illinois, hereby vacates, subject to the terms set forth in this Ordinance, the following described north-south street (Boyden Street) located between Oakland Avenue and Kerr Avenue:

A twenty-five (25') feet wide Right-of-way in the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

All of the twenty-five (25') feet wide Boyden Street Right-of-way between the south Right-of-way of Oakland Avenue and the north Right-of-way of Kerr Avenue lying adjacent to Lots 1, 2, 7, 8 and 9 of Barr & Ford's Subdivision of Part of Lots 12 & 17 of a Subdivision of the Northeast Quarter of Section 8 and the West Half of the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian in the City of Urbana, as shown on a plat recorded in Plat Book "C" at page 46 in the Office of the Recorder of Deeds, Champaign County, Illinois.

Said vacated Right-of-way containing 15,000 square feet (0.344 acre), more or less, as shown on accompanying plat, all situated in the City of Urbana, Champaign County, Illinois.

### **Section 2.**

Upon vacation of the above-described street, title thereto shall vest in the record owners of the land abutting the west side of vacated street for the extent of the common borders of the owner's respective parcels with the said street except as indicated below.

The owners, permanent index numbers, and addresses of the land abutting the west side of the

street described above are as follows:

| <u>Owner</u>                    | <u>Permanent Index No.</u> | <u>Address</u>       |
|---------------------------------|----------------------------|----------------------|
| MIMG XLV TOWN &<br>COUNTRY, LLC | 91-21-09-151-011           | 609 Oakland Avenue   |
| TWIN OAKS<br>INVESTMENT, LLC    | 91-21-09-151-007           | 1009 ½ Boyden Street |
| C-U INDEPENDENCE<br>INC         | 91-21-09-151-012           | 610 Kerr Avenue      |

Title to the portion of vacated right-of-way adjacent to 610 Kerr Avenue (PIN: 91-21-09-151-012) will vest entirely to the owners of 610 Kerr Avenue. The owners of 609 Oakland Avenue (PIN: 91-21-09-151-011) have agreed to waive their rights to the portion of vacated right-of-way adjacent to their 609 Oakland Avenue property in favor of the owners of 1009 ½ Boyden Street (PIN: 91-21-09-151-007). As a result, title to the portion of vacated right-of-way adjacent to 609 Oakland Avenue and title to the portion of vacated right-of-way adjacent to 1009 ½ Boyden Street will both be vested to the owners of 1009 ½ Boyden Street. This is due to the fact that Boyden Street north from 1009 ½ Boyden Street to Oakland Avenue is the only means of ingress/egress for the 1009 and 1009 ½ Boyden Street properties (same owners) and without the portion adjacent to 609 Oakland Avenue, these properties would otherwise become landlocked after Boyden Street is vacated.

### **Section 3.**

The vacation of the above-described street shall be subject to the condition that a perpetual easement upon said vacated street is hereby reserved for and granted to the City of Urbana, Illinois, any public utilities, and their successors and assigns, to construct, install, reconstruct, repair, remove, replace, inspect, maintain, and operate their facilities in, under, across, along, over, and upon the vacated street, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes and the right to cut, trim, or remove trees, bushes, and roots as may be reasonably required incidental to the rights herein given.

### **Section 4.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of a plat of the vacated street, in substantially the form of the copy of said

plat attached hereto and hereby incorporated by reference, which specifically includes the easement language contained in Section 3 of this Ordinance, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**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.**

This Ordinance shall be in full force and effect from and after its passage. Upon approval of this Ordinance, the City Clerk is directed to record a certified copy with the Champaign County Office of the Recorder of Deeds.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the alderpersons then holding office (6 of 7 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ Day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSTENTIONS:

---

City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Diane Wolfe Marlin, Mayor



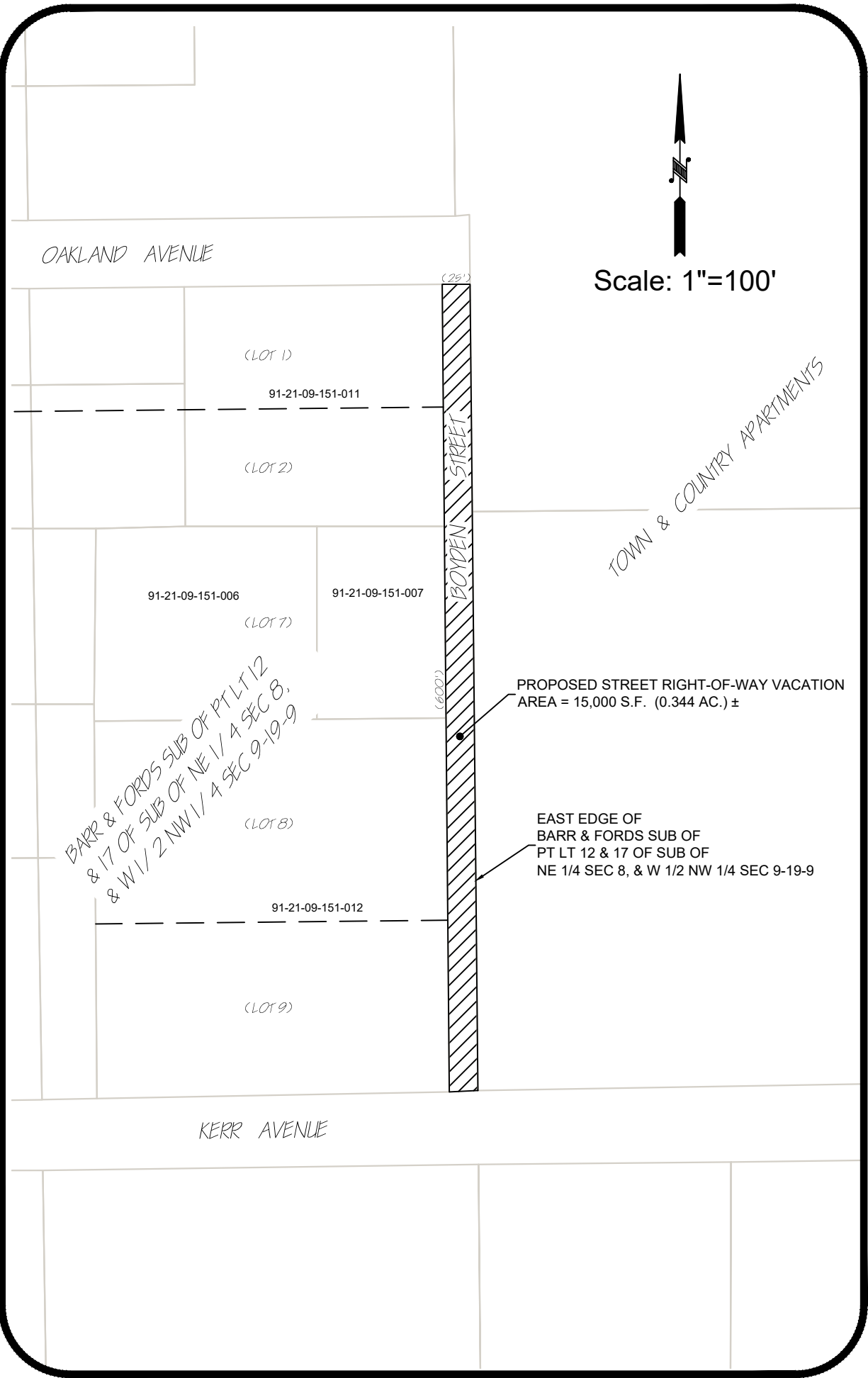




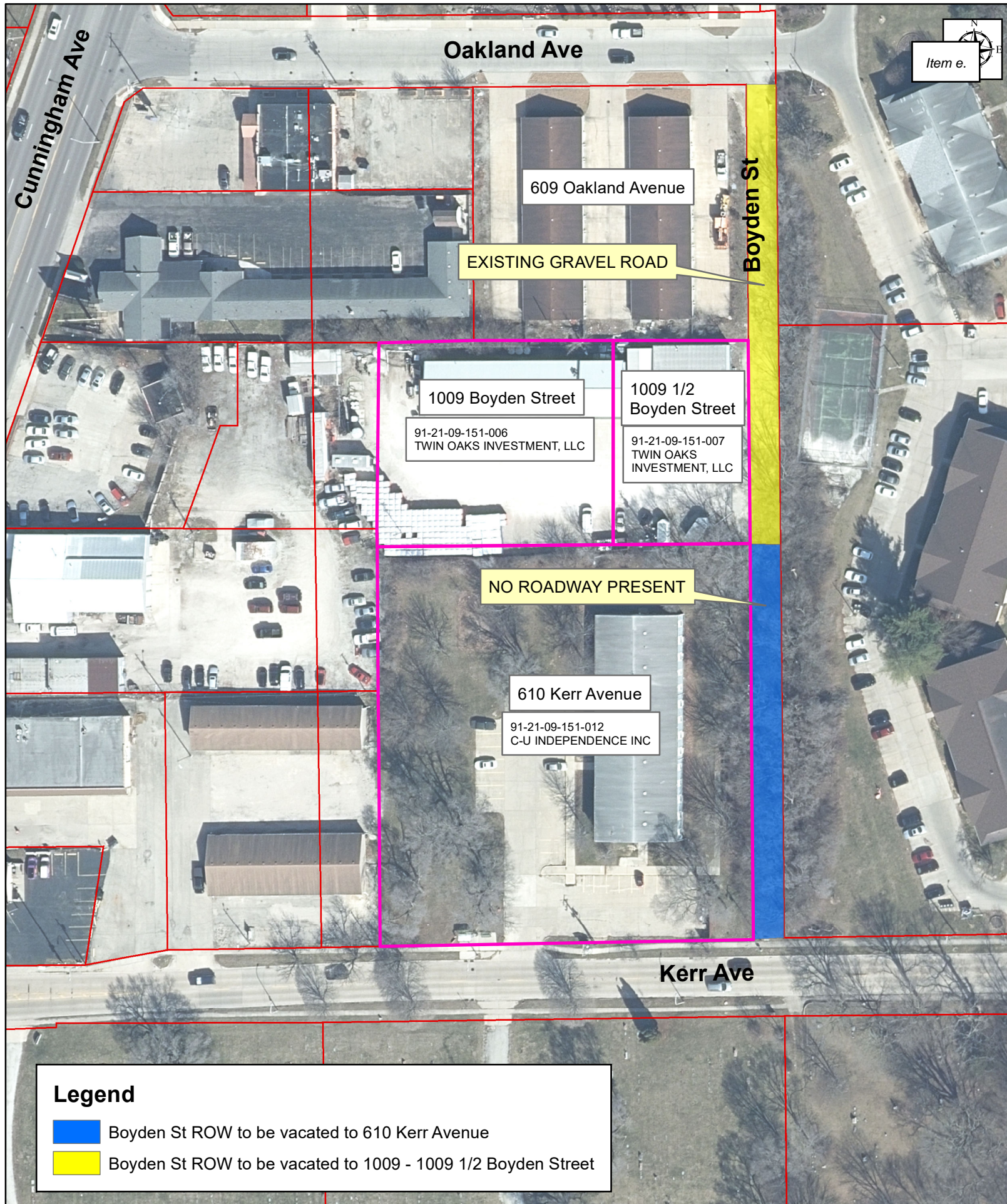
City of Urbana  
Public Works Department  
Engineering Division

Drawn by: DAR  
Checked by: TAC  
Date: 10/24/2023  
Date: 10/31/2023

PLAT MAP SHOWING PUBLIC RIGHT-OF-WAY VACATED  
BY CITY OF URBANA ORDINANCE NO. 2023-\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023







## EXHIBIT A

# PROPOSED STREET ROW VACATION MAP

## EXHIBIT B



## Public Alley Vacation

*We, the undersigned owners, petition to the City of Urbana and request vacation of the public alley right-of-way, as shown on the adjacent map.*

*We, the undersigned, also understand that an alley vacation is subject to City Council approval and would be subject to utility and public easements remaining within the subject vacated right-of-way.*

NAME: \_\_\_\_\_

ADDRESS: 609 Oakland AvenueP.I.N.#: 91-21-09-151-011

PHONE: \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: 1009 ½ Boyden StreetP.I.N.#: 91-21-09-151-007

PHONE: \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

NAME: CU IndependenceADDRESS: 610 Kerr AvenueP.I.N.#: 91-21-09-151-012PHONE: 217-386-9176

  
OWNER'S SIGNATURE(S) \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

P.I.N.#: \_\_\_\_\_

PHONE: \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

OWNER'S SIGNATURE(S) \_\_\_\_\_

Please Return This Petition (With Signatures) To:

Tim A. Cowan, P.E. – (217) 384-2377  
 Public Works Director  
 City of Urbana Public Works Department  
 706 S. Glover Avenue, Urbana, IL 61802-4427

City of Urbana, Illinois

**Public Alley Vacation**

*We, the undersigned owners, petition to the City of Urbana and request vacation of the public alley right-of-way, as shown on the adjacent map.*

*We, the undersigned, also understand that an alley vacation is subject to City Council approval and would be subject to utility and public easements remaining within the subject vacated right-of-way.*

MIMG XLV Town & Country, LLC,  
a Colorado limited liability company

NAME: By: Monarch Management, Inc., a Colorado corporation,  
its Manager

ADDRESS: 609 Oakland Avenue

P.I.N.#: 91-21-09-151-011

PHONE:

OWNER'S SIGNATURE(S) *C. Robert Nicolls, Jr.*

*President*  
Title

NAME:

ADDRESS: 1009 ½ Boyden Street

P.I.N.#: 91-21-09-151-007

PHONE:

OWNER'S SIGNATURE(S)

OWNER'S SIGNATURE(S)

NAME:

ADDRESS: 610 Kerr Avenue

P.I.N.#: 91-21-09-151-012

PHONE:

OWNER'S SIGNATURE(S)

OWNER'S SIGNATURE(S)

NAME:

ADDRESS:

P.I.N.#:

PHONE:

OWNER'S SIGNATURE(S)

OWNER'S SIGNATURE(S)

Please Return This Petition (With Signatures) To:

Tim A. Cowan, P.E. – (217) 384-2377

Public Works Director

City of Urbana Public Works Department

706 S. Glover Avenue, Urbana, IL 61802-4427


## Letter for Waiving Rights to Vacated Right-of-way

Date: 6/3/2022

To whom it may concern,

The undersigned is the owner (or the owner's representative) of **609 Oakland Avenue (PIN: 91-21-09-151-011), Urbana, Illinois**. I have been made aware of the City of Urbana's intention to vacate the Boyden Street right-of-way which runs adjacent to my property. I acknowledge that Boyden Street provides the only access to the property at 1009 ½ Boyden Street. I acknowledge that if Boyden Street is vacated and the portion adjacent to my property were to become part of my property, the property at 1009 ½ Boyden Street would be landlocked. In order that 1009 ½ Boyden does not become landlocked, I do hereby waive any and all right, title and interest to the portion of the 25' wide vacated Boyden Street right-of-way adjacent to my property at 609 Oakland Avenue (highlighted on attached exhibit), between Oakland Avenue and Kerr Avenue in the City of Urbana, Illinois in favor of the owner(s) of 1009 ½ Boyden Street in the City of Urbana, Illinois.

MIMG XLV Town & Country, LLC, a Colorado limited liability company  
By: Monarch Management, Inc., a Colorado corporation, its Manager

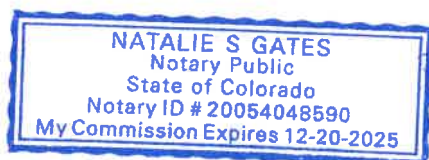
Printed Name: C. Robert Nicolls, II  
Signature:   
Title: President

STATE OF COLORADO                    )  
  ) S.S.

COUNTY OF DOUGLAS                    )

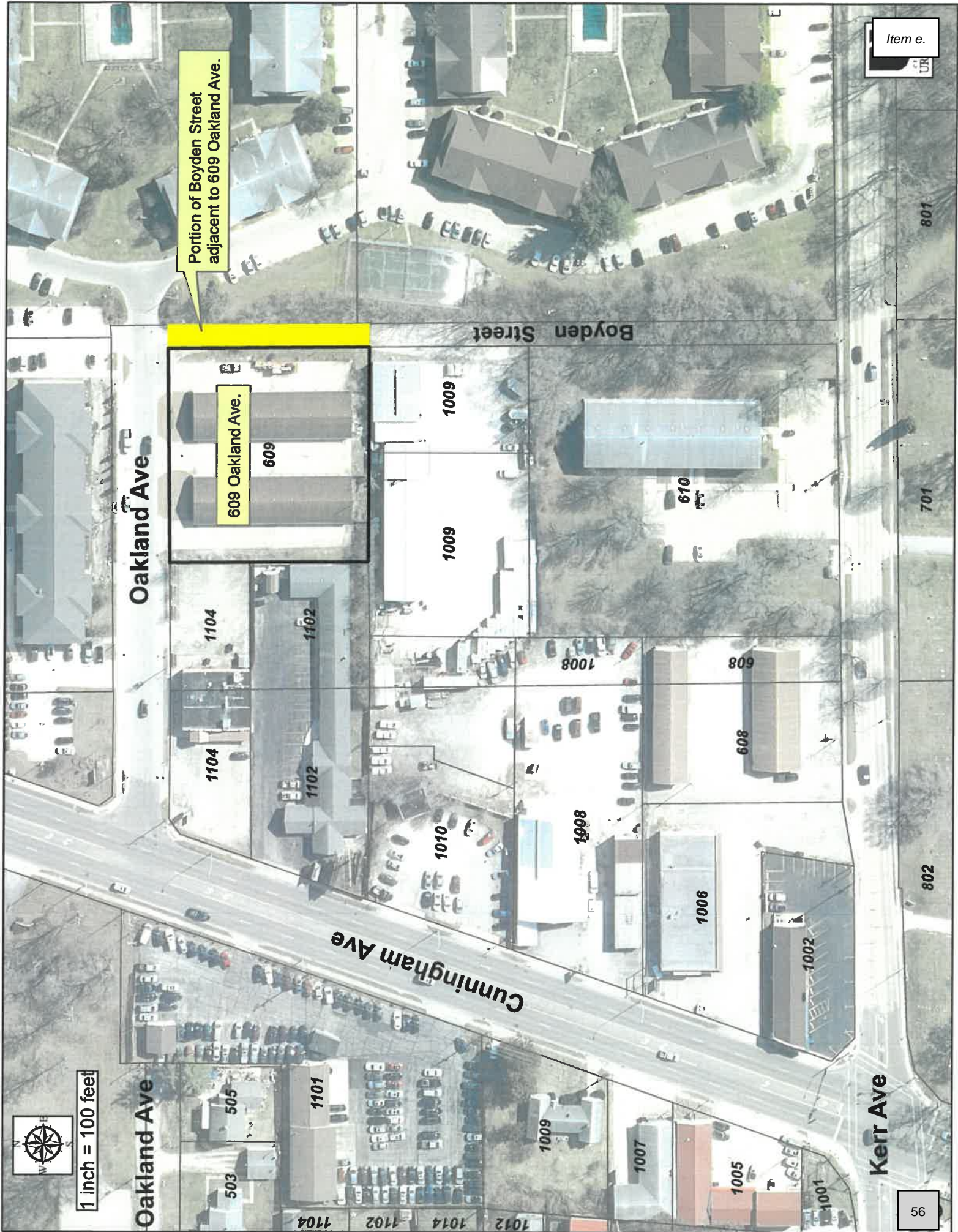
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that C. Robert Nicolls, II, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3<sup>rd</sup> day of June, 2022  
A.D.



  
Notary Public









1 inch = 100 feet

Item e.

Cunningham Ave

Oakland Ave

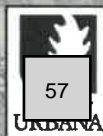
Boyden St

Kerr Ave

## Legend



Proposed Boyden Street Vacation -  
0.34 Acres (14,825 Sq. Ft.)



57

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER THREE,  
SECTION 3-43

(Maintaining the number of Class R&T-1 liquor licenses for Davis Candlin LLC, d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.)

**WHEREAS**, the City Council heretofore has adopted Urbana City Code Section 3-43 to establish limits on the number of liquor licenses issued in the City in this Class R&T-1 designation; and

**WHEREAS**, the City Council finds that the best interests of the City are served by maintaining the number of Class R&T-1 liquor licenses for **Davis Candlin LLC, d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.**

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

**Section 1.**

Urbana City Code Chapter 3, "Alcoholic Liquors," Article III, "Retail License," Section 3-43, "Limitations on number issued," subsection 3-43(a), is hereby amended and as amended shall read as follows:

Sec. 3-43. - Limitations on number issued.

(a) The maximum number of liquor licenses authorized for the license classifications set forth below is as follows:

| Classification | Number authorized |
|----------------|-------------------|
| A              | 8                 |
| BYOB-R         | 0                 |
| CA             | 1                 |
| CS             | 0                 |
| FM             | 0                 |
| GC             | 1                 |
| GH             | 9                 |
| H              | 2                 |
| MB-1           | 0                 |
| MB-2           | 2                 |
| N              | 1                 |
| P              | 25                |
| PB             | 0                 |

|       |    |
|-------|----|
| R&T-1 | 14 |
| R&T-2 | 11 |
| TH    | 0  |
| URO   | 0  |

## **Section 2.**

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 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.

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:

\_\_\_\_\_  
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](http://www.urbanailinois.us)

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

**Meeting:** November 6, 2023, Committee of the Whole Meeting  
**Subject:** Maintaining the Number of Class R&T-1 Liquor Licenses for Davis Candlin LLC  
d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.

### Summary

#### *Action Requested*

City Council is asked to approve the attached ordinance that would maintain the number of Class R&T-1 Liquor Licenses in the City of Urbana.

#### *Brief Background*

Davis Candlin LLC d/b/a Boomerangs has submitted an application for a Class R&T-1 (Restaurant & Tavern) liquor license for the establishment located at 1309 East Washington Street in Urbana. Currently, there is a liquor license for the same location held by TC Grassman, LLC d/b/a Boomerang's Bar and Grill.

Davis Candlin LLC has entered into an agreement with TC Grassman, LLC to lease the property at 1309 East Washington Street and operate a restaurant and tavern under their own licensure.

If Davis Candlin LLC is issued their R&T-1 liquor license, the existing R&T-1 liquor license held by TC Grassman, LLC will become invalid.

### Relationship to City Services and Priorities

#### *Previous Council Actions*

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

### Discussion

#### *Additional Background Information*

A Class R&T (Restaurant & Tavern) liquor license is intended for establishments that mainly serve proper meals to the public and also provide alcoholic drinks for on-site consumption or sale in their original packaging. This license covers alcohol service on the premises, whether or not there is a separate bar area for customers.

Selling, serving, or letting others sell, serve, or offer alcoholic beverages in the City is not allowed without the required license or if the activity does not comply with the specific license class and its conditions.

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

#### *Recommendation*

City Council is asked to approve the Class R&T-1 (Restaurant & Tavern) liquor license for Davis Candlin LLC d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.

#### *Next Steps*

If the attached ordinance is approved, the Deputy Liquor Commissioner will prepare and issue a Class R&T-1 liquor license for Davis Candlin LLC d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill. with an expiration date of June 30, 2024.

#### **Attachments**

1. An Ordinance Amending Urbana City Code Chapter Three, Section 3-43 (Maintaining the number of Class R&T-1 liquor licenses for Davis Candlin LLC, d/b/a Boomerangs, 1309 East Washington Street, Urbana, Ill.)

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

Reviewed: Diane Wolfe Marlin, Mayor/Liquor Commissioner

Approved: Carol J. Mitten, City Administrator