



**DATE:** Monday, April 07, 2025  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

---

## AGENDA

Chair: Jaya Kolisetty, Ward 4

**A. Call to Order and Roll Call**

**B. Approval of Minutes of Previous Meeting**

1. **02-17-2025 Committee of the Whole Minutes**
2. **02-24-2025 City Council Minutes**

**C. Additions to the Agenda**

**D. Presentations and Public Input**

**E. Staff Report**

1. **Draft Capital Improvement Plan**

**F. New Business**

1. **Ordinance No. 2025-04-010:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #7 – Omnibus) – HRF
2. **Resolution No. 2025-04-021R:** A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation – EIEDA, Series 2025) – CD
3. **Resolution No. 2025-04-022R:** A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation – IHDA, Series 2025) – CD
4. **Resolution No. 2025-04-023R:** A Resolution Amending an Urbana HOME Consortium Rental Housing Developer Agreement (Parker Glen II Limited Partnership FY 2024-2025, formerly WODA Cooper Companies, Inc.) – CD
5. **Ordinance No. 2025-04-009:** An Ordinance Approving the First Amendment to a License Agreement (East Half of Urbana Parking Lot 1, Pin No. 91-21-08-458-001) – CD

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

- [6.](#) **Resolution No. 2025-04-024R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement for the use of Lots Owned by The Urbana Free Library (201 and 202 West Green Street) – Exec

**G. Old Business**

- [1.](#) **Ordinance No. 2024-12-042:** An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases – CM's Wilken and Kolisetty

**H. Council Input and Communications**

**I. Closed Session per 5 ILCS 120/2(c)(11) – Pending Litigation**

**J. Adjournment**

## PUBLIC INPUT

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

### Email Input

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

### Written Input

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

### Verbal Input

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

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

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

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

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

**Accommodation**

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

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



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 7, 2025, Committee of the Whole

**Subject:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #7 – Omnibus)

### Summary

#### *Action Requested*

Forward the budget amendment authorizing these adjustments for approval at the April 14, 2025, City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

#### *Brief Background*

This ordinance seeks Council approval to amend the FY2025 Annual Budget. The proposed adjustments include small scheduled equipment rebudgets, budget transfers, and capital improvement expenditures.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The requested items are intended to enable City staff to better serve Urbana residents.

#### *Strategic Goals & Plans*

None.

#### *Previous Council Actions*

The City Council approved [FY2025 Annual Budget](#) on June 24, 2024, Budget Amendment #1 on September 30, 2024; Budget Amendment #2 on November 25, 2024; Budget Amendment #4 on December 9, 2024; Budget Amendment #5 on February 3, 2025; and Budget Amendment #6 on March 17, 2025.

### Discussion

#### *Additional Background Information*

#### ArcGIS Server/Storage/Licensing Purchase:

This amendment would allow for the purchase and installation of an ArcGIS server, storage, and licensing for on-premise GIS data management. The investment will enhance administrative control over GIS data, allow for future scalability, and support integration with third-party software (e.g., sewer inspection, work/asset management, permitting, and licensing systems). The estimated cost is \$50,000. Staff recommends funding this purchase using savings from unfilled vacancies rather than operating budget lines, to avoid straining the operating budget near fiscal year-end.

EQL Infrastructure Projects:

This amendment would reallocate \$270,000 in CDBG funds originally designated for EQL projects in FY2025 but not spent. The funds would now support an eligible EQL infrastructure project completed within in the City's Community Development Target Area (CDTA). This adjustment would ensure the timely spend-down of available CDBG funding and maintains compliance with grant timelines. The future use of the corresponding savings in the Capital Improvement and Replacement Fund would be determined at a later date.

Special Operations Truck & Equipment Rebudget:

The purchase of a Special Operations Truck and related equipment in the Fire Department was approved in the FY2024 budget but was not completed during the fiscal year. This amendment would rebudget the unspent funds into FY2025 to allow the purchase to move forward as originally planned.

Fire Apparatus Engine Replacement

A \$60,000 replacement engine is needed for the Fire Department's frontline response apparatus (FD254). With limited reserve apparatus options available, timely repair is critical. The estimated turnaround is 6–8 weeks from purchase order execution. The Equipment Services budget for contracted repairs is not sufficient to cover this expense.

*Fiscal and Budget Impact*

The estimated ending fund balance in the General Operating Fund, not including amounts reserved for future expenditures, would be \$14,213,522, which is 31.68% of recurring expenditures. This does not include \$5,016,294 reserved for planned transfers for capital improvements in future years, and funding for the second and third years of the Community Engagement Team pilot program. None of the new General Fund expenditures are recurring, so there is no impact on funds available for new, recurring expenses.

*Recommendation*

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the April 14, 2025 City Council meeting.

*Next Steps*

If the proposed adjustments mentioned above are approved, the revisions detailed in the exhibit will be incorporated into the FY2025 Annual Budget.

**Attachments**

1. An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator  
 Reviewed: Elizabeth Hannan, HR & Finance Director / CFO  
 Approved: Carol Mitten, City Administrator

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE**

**(Budget Amendment #7 – Omnibus)**

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

**WHEREAS**, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

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

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

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

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

**Section 1.**

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

**Section 2.**

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

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

**PASSED BY THE CORPORATE AUTHORITIES** this \_\_ Day of \_\_\_\_\_, 20\_\_.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR** this \_\_ Day of \_\_\_\_\_, 20\_\_.

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

Budget Amendment 2024/25 - 07 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<b>GENERAL OPERATING FUND (100)</b>						
<u>Expenditures</u>						
10030300-59600		FIRE OPERATIONS: TFR TO EQUIPMENT SERVICES	382,264	442,264	60,000	FIRE APPARATUS ENGINE REPLACEMENT
10040424-50110		STREET MAINT. & CONSTRUCTION: SALARY - REGULAR EMPLOYEES	743,015	693,015	(50,000)	ARCGIS SERVER/STORAGE/LICENSING
10040424-59300		STREET MAINT. & CONSTRUCTION: TFR TO VERF FUND	320,243	370,243	50,000	ARCGIS SERVER/STORAGE/LICENSING
<b>Total Expenditures</b>			<b>57,847,991</b>	<b>57,907,991</b>	<b>60,000</b>	
<b>Ending Fund Balance (estimated)</b>			<b>16,562,838</b>	<b>16,622,838</b>	<b>60,000</b>	
<b>CAPITAL IMPROVEMENT &amp; REPLACEMENT FUND (200)</b>						
<u>Expenditures</u>						
20040470-53305-40162	40162-CONST	CIP FUND CAPITAL PROJECTS: OTHER CONSTRUCTION	2,003,310	1,733,310	(270,000)	MOVE PART OF EQL PROJECT TO CDBG
<b>Total Expenditures</b>			<b>22,935,155</b>	<b>22,665,155</b>	<b>(270,000)</b>	
<b>Ending Fund Balance (estimated)</b>			<b>556,502</b>	<b>826,502</b>	<b>270,000</b>	
<b>VEHICLE &amp; EQUIPM REPLCMNT FUND (300)</b>						
<u>Revenues</u>						
300-49100		VEHICLE & EQUIPM REPLCMNT FUND: TFR FROM GENERAL FUND	2,027,844	2,077,844	50,000	ARCGIS SERVER/STORAGE/LICENSING
<b>Total Revenues</b>			<b>4,567,046</b>	<b>4,617,046</b>	<b>50,000</b>	
<u>Expenditures</u>						
30060600-53440	VERF-EXEC-270	VEHICLE & EQUIP REPLACEMENT: OTHER EQUIPMENT	630,267	680,267	50,000	ARCGIS SERVER/STORAGE/LICENSING
30060600-53440	VERF-FD-243	VEHICLE & EQUIP REPLACEMENT: OTHER EQUIPMENT	680,267	830,267	150,000	REBUDGET - SPECIAL OPERATIONS TRUCK
30060600-53440	VERF-FD-244	VEHICLE & EQUIP REPLACEMENT: OTHER EQUIPMENT	830,267	879,407	49,140	REBUDGET - SPECIAL OPERATIONS EQUIPMENT
<b>Total Expenditures</b>			<b>3,471,921</b>	<b>3,721,061</b>	<b>249,140</b>	
<b>Ending Fund Balance (estimated)</b>			<b>7,253,504</b>	<b>7,253,504</b>	<b>-</b>	
<b>COMMUNITY DEVELOPMENT SPECIAL FUND (330)</b>						
<u>Revenues</u>						
330-49331		COMMUNITY DEV SPECIAL FUND: TFR FROM CD GRANT FUND	330,632	363,632	33,000	INCREASE REIMBURSEABLE SALARY - CDBG
<b>Total Revenues</b>			<b>331,632</b>	<b>364,632</b>	<b>33,000</b>	
<b>Ending Fund Balance (estimated)</b>			<b>29,749</b>	<b>62,749</b>	<b>33,000</b>	
<b>COMMUNITY DEVELOPMENT GRANTS FUND (331)</b>						
<u>Expenditures</u>						
33150531-53305-40162	40162-CONST-CDBG	COMMUNITY DEV BLOCK GRANT: OTHER CONSTRUCTION	-	270,000	270,000	MOVE PART OF EQL PROJECT TO CDBG
33150531-52800		COMMUNITY DEV BLOCK GRANT: GRANT MISC CONTRACTUAL SERVICE	1,529,735	1,259,735	(270,000)	MOVE PART OF EQL PROJECT TO CDBG
33150531-59330		COMMUNITY DEV BLOCK GRANT: TFR TO CD SPECIAL FUND	77,000	110,000	33,000	INCREASE REIMBURSEABLE SALARY - CDBG
<b>Total Expenditures</b>			<b>10,193,694</b>	<b>10,226,694</b>	<b>33,000</b>	
<b>Ending Fund Balance (estimated)</b>			<b>(452,964)</b>	<b>(485,964)</b>	<b>(33,000)</b>	
<b>EQUIPMENT SERVICES FUND (600)</b>						
<u>Revenues</u>						
600-49100		EQUIPMENT SERVICES FUND: TFR FROM GENERAL FUND	1,136,977	1,196,977	60,000	FIRE APPARATUS ENGINE REPLACEMENT
<b>Total Revenues</b>			<b>1,306,427</b>	<b>1,366,427</b>	<b>60,000</b>	
<u>Expenditures</u>						
60040460-52202		EQUIPMENT SERVICES: EQUIPMENT REPAIR & MAINT	369,794	429,794	60,000	FIRE APPARATUS ENGINE REPLACEMENT
<b>Total Expenditures</b>			<b>1,567,506</b>	<b>1,627,506</b>	<b>60,000</b>	
<b>Ending Fund Balance (estimated)</b>			<b>13,335</b>	<b>13,335</b>	<b>-</b>	



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 7, 2025 Committee of the Whole

**Subject:** A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation –EIEDA, Series 2025)

A Resolution Approving the Transfer of Volume Cap in Connection with Private Activity Bonding Authority (Private Bond Cap Allocation – IHDA, Series 2025)

### Summary

#### *Action Requested*

City Council is being asked to approve the two attached Resolutions. The first Resolution approves the transfer of a portion of the City's 2025 Private Activity Bond Cap to the Illinois Housing Development Authority (IHDA). The second Resolution approves the transfer of a portion of the City's 2025 Private Activity Bond Cap Eastern Illinois Economic Development Authority (EIEDA).

#### *Community Development Commission Recommendation*

The Community Development Commission reviewed the proposal on March 25, 2025, and voted unanimously to recommend approval of these Resolutions to City Council.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

There will be no impact to the City budget or core services in ceding volume bond cap to EIEDA or IHDA, as there would be no financial risk associated with issuing the bonds for the City, and any potential associated risk would be assumed by the issuer. The City may also see benefits from eligible local projects in the future if they are supported with the bond financing provided through IHDA or EIEDA.

#### *Strategic Goals and Plans*

Approval of the proposed Resolutions is compatible with the findings and strategies described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan and Draft FY 2025-2029 Consolidated Plan related to the affordable housing needs of low- and moderate-income households. Allocating Bond Cap to IHDA and EIEDA would provide a potential funding source for local affordable housing projects and affordable homeownership opportunities.

*Previous Council Actions*

In April 2024, City Council passed Resolution 2024-04-19R approving the transfer of Volume Cap allocation to EIEDA. Council also passed Resolution 2024-04-020R approving the transfer of Volume Cap allocation to IHDA.

**Discussion**

*Brief Background*

The Urbana City Council is being asked to decide on the allocation of the City's Private Activity Bond Cap before May 1, 2025. In the event the City does not allocate its 2025 Private Activity Bond Cap for specific projects or purposes as of May 1, 2025, the unallocated bond cap will be reserved to the Governor's Office on June 1, 2025 (the "Home Rule Pool").

Two requests were received for the City allocation of bond cap: 1) for affordable housing initiatives through IHDA, and 2) EIEDA for developing, constructing, acquiring, or improving affordable housing. There is also the option to provide bond cap to some combination of the two. Any unused bond cap not ceded for any combination of these programs will automatically be ceded back to the State of Illinois for use by another municipality.

A Private Activity Bond is a tax-exempt bond issued by a local or state government for financing a project owned and operated by a private user. Private Activity Bonds are issued to finance various types of facilities, including multi-family housing projects and single-family dwellings. Private Activity Bonds issued by the City are special obligations and do not constitute a debt or indebtedness of the City and do not give rise to a charge against the general credit or taxing power of the City.

In accordance with the IRS Code, each municipality in Illinois is allowed to issue Private Activity Bonds at \$130 per capita population (38,209) for 2025. The State of Illinois outlines the per capita amount and the population size for this calculation in the attached guidelines. The State of Illinois will recapture any bond allocation unused by the city as of May 1 of that year. The City of Urbana has a total of \$4,967,170 in 2025 Private Activity Bond Cap available that may be utilized for:

- 1) Multi-family affordable housing projects
- 2) Nonprofit development projects (e.g., hospitals, YMCAs, etc)
- 3) Industrial development projects (e.g., manufacturing)
- 4) Below-market-rate financing for affordable housing
- 5) Mortgage credit certificates in support of homeownership
- 6) Below-market-rate financing for limited types of industrial developments

In 2024, City Council allocated Private Activity Bonds to EIEDA for affordable housing activities and to the IHDA Affordable Housing Program.

IHDA is allowed to issue taxable and tax-exempt bonds for the purpose of developing, constructing, acquiring, or improving affordable housing within the State of Illinois. IHDA has invested in several projects in the City of Urbana including Crystal View, Highland Green, Steer Place, and Pinewood. IHDA also uses Private Activity Bonds to provide mortgage assistance to

qualifying households. Between 2015 and 2024, 127 Urbana households received mortgage assistance through IHDA, totaling \$15,135,374.83 in mortgage volume over that timeframe. IHDA partners with local lenders to assist qualifying households through its programs.

EIEDA may issue taxable and tax-exempt bonds for the purpose of developing, constructing, acquiring, or improving affordable housing within the State of Illinois. EIEDA has invested in Housing Authority projects in Champaign, including the Haven at Market Place. By ceding part of the City's bond cap to EIEDA, eligible developments in the City may be able to access these funds for affordable housing projects.

#### *Recommendation*

Staff and the Community Development Commission recommend the Resolutions be approved by City Council, allocating the City of Urbana 2025 Private Activity Bond Cap in the following manner: Half (50%) of its allocation in the amount of \$2,483,585 from the City of Urbana to be utilized by EIEDA for eligible projects including the creation of affordable single-family, multifamily, and senior housing and the other half (50%), \$2,483,585, to IHDA to be utilized for eligible projects, including issuance of single-family or multi-family mortgage revenue bonds.

#### *Next Steps*

Once the Resolutions are approved by Council, staff will send a letter to the Governor's Office informing them of the City's Private Activity Bond Cap allocation decision, after which EIEDA and IHDA will have the ability to issue the bonds for eligible purposes.

#### **Attachments**

1. A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BONDING AUTHORITY (Private Bond Cap Allocation – EIEDA, Series 2025)
2. A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BONDING AUTHORITY (Private Bond Cap Allocation – IHDA, Series 2025)
3. State of Illinois Guidelines and Procedures for the Allocation of Private Activity Bond Authority 2025

Originated by: Nick Olsen, Community Development Coordinator

Reviewed: Breaden Belcher, Grants Division Manager  
William Kolschowsky, Senior Management Analyst/Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

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

**A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN  
CONNECTION WITH PRIVATE ACTIVITY BONDING AUTHORITY**

**(Private Bond Cap Allocation – EIEDA, Series 2025)**

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

**WHEREAS**, Section 146 of the Internal Revenue Code of 1986, as amended (“Code”), provides that the City has volume cap equal to \$130 per resident of the City in calendar year 2025, which volume cap may be allocated to certain tax-exempt private activity bonds; and

**WHEREAS**, Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act (30 ILCS 345/6 and 6.1) authorize the corporate authorities of any home rule unit, before May 1 of each calendar year, to reallocate all or any portion of its unused volume cap to any home rule or non-home rule unit, the State, or a State agency; and

**WHEREAS**, the Urbana City Council, after due consideration, finds that the City’s best interests are served by the transfer a portion of the City’s volume cap allocation for calendar year 2025 to Eastern Illinois Economic Development Authority (“Issuer”), to be applied toward the issuance of private activity bonds (“Bonds”) by the Issuer for the purpose of supporting eligible projects including the creation of affordable single-family, multifamily, and senior housing, or for such other purpose permitted by this Resolution.

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

**Section 1.** Pursuant to Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act, the City hereby transfers and reallocates \$2,483,585 of its volume cap for calendar year 2025 to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action

required on the part of the City. The adoption of this Resolution shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or other private activity bonds.

**Section 2.** The City and the Issuer shall maintain a written record of this Resolution for the term of all private activity bonds it issues for that calendar year to which such allocation applies.

**Section 3.** The officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to perform all acts as may be necessary to carry out the purposes and intent of this Resolution.

**Section 4.** The invalidity of any section or provision of this Resolution hereby passed and approved shall not invalidate other sections or provisions thereof.

**Section 5.** All Resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Resolution shall be in full force and effect from and after its passage.

**Section 6.** Upon approval of this Resolution, the City Clerk is directed to give notice of the reallocation made herein to the Governor of the State of Illinois pursuant to 30 ILCS 345/6 and the guidelines and procedures promulgated thereunder.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_day of April, 2025.

AYES:  
NAYS:  
ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_day of April, 2025.

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

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

**A RESOLUTION APPROVING THE TRANSFER OF VOLUME CAP IN  
CONNECTION WITH PRIVATE ACTIVITY BONDING AUTHORITY**

**(Private Bond Cap Allocation – IHDA, Series 2025)**

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

**WHEREAS**, Section 146 of the Internal Revenue Code of 1986, as amended (“Code”), provides that the City has volume cap equal to \$130 per resident of the City in calendar year 2025, which volume cap may be allocated to certain tax-exempt private activity bonds; and

**WHEREAS**, Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act (30 ILCS 345/6 and 6.1) authorize the corporate authorities of any home rule unit, before May 1 of each calendar year, to reallocate all or any portion of its unused volume cap to any home rule or non-home rule unit, the State, or a State agency; and

**WHEREAS**, the Urbana City Council, after due consideration, finds that the City’s best interests are served by the transfer a portion of the City’s volume cap allocation for calendar year 2025 to the Illinois Housing Development Authority (“Issuer”), to be applied toward the issuance of single-family or multi-family mortgage revenue bonds (“Bonds”) by the Issuer or for such other purpose permitted by this Resolution.

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

**Section 1.** Pursuant to Sections 6 and 6.1 of the Illinois Private Activity Bond Allocation Act, the City hereby transfers and reallocates \$2,483,585 of its volume cap for calendar year 2025 to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the City. The adoption of this Resolution shall be deemed to be an allocation

of such volume cap to the issuance of the Bonds or other private activity bonds, or mortgage credit certificates.

**Section 2.** The City and the Issuer shall maintain a written record of this Resolution for the term of all private activity bonds it issues for that calendar year to which such allocation applies.

**Section 3.** The officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to perform all acts as may be necessary to carry out the purposes and intent of this Resolution.

**Section 4.** The invalidity of any section or provision of this Resolution hereby passed and approved shall not invalidate other sections or provisions thereof.

**Section 5.** All Resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Resolution shall be in full force and effect from and after its passage.

**Section 6.** Upon approval of this Resolution, the City Clerk is directed to give notice of the reallocation made herein to the Governor of the State of Illinois pursuant to 30 ILCS 345/6 and the guidelines and procedures promulgated thereunder.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_day of April, 2025.

AYES:  
NAYS:  
ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_day of April, 2025.

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

# STATE OF ILLINOIS



## GUIDELINES AND PROCEDURES

### FOR THE

### ALLOCATION OF PRIVATE ACTIVITY BONDING AUTHORITY

### IN ACCORDANCE WITH THE TAX REFORM ACT OF 1986

### AND THE ILLINOIS PRIVATE ACTIVITY BOND ALLOCATION ACT

### OFFICE OF THE GOVERNOR

*Effective January 2, 2025*

## TABLE OF CONTENTS

1. Introduction...	3
2. Calendar Year 2025 State Ceiling and Allocations...	4
3. Home Rule...	5
4. Non-Home Rule...	8
5. State Agencies...	11
6. Reallocation Provisions...	13
7. Appendix A - Standard Forms of Letters...	14
8. Appendix B - Annual Housing Report...	19
9. Appendix C - Population Estimates...	21

Questions regarding these guidelines and procedures may be directed to the Capital Markets Unit of the Governor’s Office of Management and Budget at (312) 814-0023. **\*\* Please note that the Hard Copy Submission Address has changed to 555 W. Monroe Street, Suite 1500-S-GOMB, Chicago, IL. 60661**

## INTRODUCTION

The Federal Tax Reform Act of 1986 (the “Code”), as amended, imposes a limit on the aggregate amount of “tax exempt private activity” bonds (also known as “Volume Cap”) that can be issued in a state. While the Code provides an allocation scheme for specific issuing authorities, it also provides that a state may, by law, provide a different formula for allocating the State ceiling among the governmental units in the state having authority to issue such bonds. The State of Illinois (“the State”) has enacted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the “Illinois Allocation Act”).

The Governor’s Office is the entity charged with authority to allocate Volume Cap among the political subdivisions within the State. In the event of conflict between the Code, the Illinois Allocation Act, and these “2025 Guidelines and Procedures” (the “Guidelines”), the Code and the Illinois Allocation Act shall control. Any matters not covered by the Code or the Illinois Allocation Act or the Guidelines shall be decided by the Governor’s Office, and the Governor’s Office reserves the right to amend the Guidelines at any time.

These Guidelines are provided by the Governor’s Office to assist issuers in understanding how the allocation formula will be administered. They do not represent a binding legal interpretation of either the Code or the Illinois Allocation Act. The Governor’s Office will not make a legal determination of the applicability of the Code to an issuer, nor will it determine an issuer’s compliance under the Code. Issuers should consult their own legal counsel to make these determinations.

The Guidelines require certain issuers to submit requests to the Governor’s Office for allocations of Volume Cap. In addition, the Governor’s Office requires issuers within the State to report on reallocations and their use of Volume Cap.

**PLEASE NOTE – ALL REQUESTS AND REPORTING SUBMISSIONS, AS DESCRIBED HEREIN, MUST BE SUBMITTED IN BOTH (i) HARD AND (ii) ELECTRONIC FORMATS (ADOBE ACROBAT “PDF”) TO THE FOLLOWING ADDRESSES:**

**HARD COPY SUBMISSIONS TO:**

**Governor’s Office of Management and Budget  
Capital Markets Unit – Volume Cap Submission  
555 W. Monroe Street – Suite 1500-S-GOMB  
Chicago, IL 60661  
Attn: Sophia Ronis**

**ELECTRONIC (PDF) SUBMISSIONS TO:**

[Omb.VolumeCapRequest2025@Illinois.gov](mailto:Omb.VolumeCapRequest2025@Illinois.gov)

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a “REPORT” or a “REQUEST”) in the “SUBJECT” line of your submission e-mail. Please include the following information for a primary and secondary contact person in the body of each electronic submission (email):

Name  
Title  
Department/Division  
Phone Number  
Email address

**IMPORTANT NOTE – The time and date stamp of the email will be used for the purpose of determining the order in which the submissions are received unless otherwise noted herein.**

**\*\* Please note that the Hard Copy Submission Address has changed to 555 W. Monroe Street, Suite 1500-S-GOMB, Chicago, IL. 60661**

## Calendar Year 2025 State Ceiling and Allocations

### 2025 State Ceiling – Background and Calculation

Section 146 of the Code limits the amount of qualified private activity bond debt that may be issued in a state during a calendar year (“the State Ceiling”). Section 146(d) of the Code was amended by H.R. 5662, the “Community Renewal Tax Relief Act of 2000 (the “CRTF Act”),” to specify that beginning in calendar year 2002 the limit shall be the greater of (i) \$75 multiplied by a state’s population or (ii) \$225 million. The CRTF Act further specifies that beginning in calendar year 2003 the volume limit may be adjusted annually for inflation. Pursuant to Revenue Procedure 2008-66 published by the Internal Revenue Service, the volume limit on qualified private activity bonds adjusted for inflation for calendar year 2025 is \$130 multiplied by the state’s population.

Section 146(j) of the Code further requires that the calculation of the State Ceiling be based on the most recent resident population estimate released by the U. S. Bureau of the Census before the beginning of the calendar year. On December 19, 2024, the Population Division of the U.S. Census Bureau issued “Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000, to July 1, 2024 (NST-EST2024-01)” which reports Illinois’s estimated population as 12,710,158.

Illinois 2025 State Ceiling is \$1,652,320,540.00 (\$130 x 12,710,158).

### Allocations

Pursuant to the Illinois Allocation Act, the table below denotes the initial allocation of the 2025 State Ceiling.

Home Rule Units	\$1,048,394,230.00
Non-Home Rule Units	\$301,963,155.00
State Agencies/Authorities	\$301,963,155.00
Total	\$1,652,320,540.00

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

# HOME RULE UNITS

## Allocation

### *January 1 Benchmark*

As described in “2025 State Ceiling – Background and Calculation” above, each Home Rule community is allocated an amount equal to \$130 multiplied by its population and Cook County, as a Home Rule County, is allocated an amount equal to \$130 multiplied by the population of its unincorporated area. Based on the most recent US Census estimates the total amount for all Home Rule units has been determined to be \$ 1,048,394,230.00. Appendix C identifies the list of Home Rule units and the population count used by the Governor’s Office for the volume cap allocation. Special census estimates or other estimates for individual municipalities are not recognized by the Governor’s Office.

During the period from January 2, 2025, through May 1, 2025, Home Rule units may not apply to the State for an allocation under the Illinois Allocation Act. Rather, Home Rule units must determine and monitor their own private activity bond limits as provided in the Illinois Allocation Act. Please see reporting requirements detailed below in “Home Rule Reporting”.

### *June 1 Benchmark*

The amount of Volume Cap available to each Home Rule unit of government with less than 2,000,000 inhabitants that has not been granted, transferred, or reserved by Home Rule units for specific projects or purposes as of May 1, 2025, shall be reserved to the Governor’s Office for reallocation on June 1, 2025 (the “home Rule Pool”). During the period of June 1 through July 15, 2025, one-half of the home rule Pool will be available to all Home Rule units with less than 2,000,000 inhabitants (the remaining half is available for allocation to the State or State Agencies as herein after described).

The Governor’s Office will accept Home Rule units’ requests for volume cap from the Home Rule Pool beginning on the first State business day on or after June 1, 2025. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., June 1, 2025. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor’s Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the Home Rule Pool upon a request made, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail will be used upon request and at the issuer’s expense. The allocation is valid until the earlier the end of a period of 60 calendar days from the date of the letter or December 27 of the year of the allocation. This period is set by the Illinois Allocation Act and cannot be extended.

### *July 15 Benchmark*

On and after July 15, 2025, the amount of the unused allocation from the Home Rule Pool shall be available to both Home Rule units of government (with less than 2,000,000 inhabitants) and to State agencies. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed after July 15 if cap is still requested.

The Governor's Office will accept Home Rule units' requests for volume cap from the Home Rule pool beginning on the first State business day on or after July 15, 2025. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2025. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

**Please Note –**

- A completed "Allocation Request Letter" (Appendix A) and a copy of an "official action," as defined in the Illinois Allocation Act, **must accompany all** request submissions (June 1 or July 15). A submission **will not** be deemed complete unless a copy of an official action is included in the transmittal.
- No Home Rule unit may be granted more than 10% of the amount of total allocation initially available for Home Rule units for a single project. Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Requests will be processed only for allocation to be used directly by the requesting Home Rule unit. Joint requests from more than one unit or requests from one unit for allocation that will also be used by other units of government will not be considered. Once an allocation is given to a specific unit, the Governor's Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.
- The allocation approval letter to Home Rule units of government is valid for a period of 60 calendar days from the date of the letter or through December 27, 2025, whichever date comes first. If an issuer's allocation has expired, it may apply for a new allocation if allocation is still available. Such application will be processed by the Governor's Office in the same manner as any other new application.
- The State, a State Agency, or Home Rule unit may reallocate all or a portion of its ORIGINAL allocation to a Home Rule Unit, the State, a State Agency, or a Non-Home Rule Unit of local government. Home Rule units may reallocate by official action of their governing body only as to volume cap reserved prior to May 1, 2025. Home Rule units **MAY NOT** reallocate any allocation granted by the Governor's Office after June 1. Please see "REALLOCATION PROVISIONS" for further details.

**Home Rule Reporting**

*Confirmation of Issuance*

Pursuant to Section 7 of the Illinois Allocation Act, any Home Rule unit utilizing Volume Cap (regardless of its source) is required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038.

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

*Mid-Year Reporting*

No later than May 10, 2025, each Home Rule unit with less than 2,000,000 inhabitants must report to the Governor’s Office in writing on volume cap (i) granted, (ii) transferred, or (iii) reserved by official action of the unit’s governing body prior to May 1, 2025. The form described in Appendix A is provided for this purpose – “Report of Allocation Granted by Home Rule”.

Once Volume Cap is properly reserved by a Home Rule unit prior to May 1, 2025, the Governor’s Office will not object to the subsequent transfer or reallocation of such cap or filing of a carry-forward of such volume cap, and no notice to the Governor’s Office of any such subsequent action is required. Please note, however, that Home Rule units must provide notice to the Governor’s Office, as provided in Section 6 of the Illinois Allocation Act, within fourteen days of said reallocation.

**Please Note - Copies of “Official Action,” as defined in the Illinois Allocation Act, must accompany this reporting submission. Submission will not be deemed complete unless a copy of Official Action is included with the submissions.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## NON-HOME RULE UNITS

### Allocation Requests

#### *January 1 Benchmark*

The 2025 allocation of Volume Cap available on or after January 2, 2025, to be issued by Non-Home Rule units of local government is expected to be \$301,963,155.00. Non-Home Rule units are defined as municipalities or counties, other than Home-Rule units. All other forms of government, such as local water districts or airport authorities, must apply for Volume Cap as a State Agency.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Local Government Pool beginning on the first State business day on or after January 2, 2025 (January 3, 2025). Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., January 3, 2025. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission received, and processed on a first come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the total available allocation, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail may be used upon request and at the issuer's expense.

#### *July 15 Benchmark*

Of the total amount allocated to Non-Home Rule units, the amount of remaining allocation as of July 14, 2025 (the "Non-Home Rule Pool") shall be reserved to the Governor's Office on July 15, 2025, to be allocated to the State, State agencies or Non-Home Rule units as described in the Illinois Allocation Act. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed on or after July 15 if volume cap is still requested.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Non-Home Rule Pool beginning on the first State business day on or after July 15, 2025. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2025. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first come, first-granted basis.**

#### Please Note –

- A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official Action," as defined in the Illinois Allocation Act, **must** accompany **all** request submissions (January 1 or July 15). A submission **will not** be deemed complete unless a copy of Official Action is included in the transmittal.
- No Non-Home Rule unit may not be granted more than 10% of the amount of total allocation initially available to units of local government for a single project. Non-Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Non-Home Rule units do not have power under statute to transfer or reallocate cap to other Non-Home Rule or Home-Rule units. Requests may be made only for cap that will be used within the Non-Home Rule unit's jurisdiction, as

evidenced by such documentation or evidence as the Governor's Office shall request. Letters of intent from lenders shall be deemed prima facie evidence. Units planning to pool their allocations must certify their intent to comply with this section in their request letter.

Item F3.

- The allocation approval letter is valid for a period of 60 calendar days from the date of the letter. This period is set by the Illinois Allocation Act and cannot be extended.
- Pursuant to Section 6 of Illinois Allocation Act, a Non-Home Rule unit IS NOT AUTHORIZED TO REALLOCATE all or any unused portion of its allocation. Direct and indirect reallocations by Non-Home Rule Units are strictly prohibited. This prohibition is discussed more fully in the "Reallocation Provisions" of these Guidelines.
- The proceeds from bonds utilizing Volume Cap allocated to a Non-Home Rule unit pursuant to these Guidelines must be used within the jurisdiction of the Non-Home Rule unit.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## Non-Home Rule Reporting

### *Confirmation of Issuance*

Pursuant to Section 7 of the Illinois Allocation Act, Non-Home Rule units are required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038.

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

### *Annual Reporting of Housing Projects*

The Illinois Allocation Act requires Non-Home Rule units to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in the Section 7.5 of the Illinois Allocation Act. A form to aid reporting has been provided in Appendix B to these Guidelines. Calendar Year 2025 submissions are to be sent via the instructions set forth on page 3 of these Guidelines by February 1, 2025. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority  
 Attention: General Counsel  
 111 E. Wacker Drive  
 Suite 1000  
 Chicago, IL 60601

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## STATE AGENCIES

### Allocation Requests

For calendar year 2025 there is expected to be \$301,963,155.00 for use by State Agencies, (the “State Agency Pool”), defined as any State agency, commission, board, authority, or body politic and corporate of the State authorized by law to issue Private Activity Bonds, other than a Non-Home Rule or Home-Rule unit.

The Governor’s Office may allocate among all State Agencies from the State Allocation Pool available after January 2, 2025. In addition, State Agencies may apply beginning on or after the first State business day after June 1, 2025, for the allocation retained by the Governor’s Office from the Home-Rule Pool and beginning on or after July 15, 2025, for the allocation retained, if any, from the Non-Home Rule Pool. Requests submitted prior to June 1 which are not completely fulfilled, and requests submitted prior to July 15 which are not completely fulfilled must be re-filed after July 15 if cap from the Non-Home Rule pool is requested. Please see “HOME RULE” and “NON-HOME RULE” sections for submission procedures.

### Please Note-

- **Requests will be processed only for allocation to be used directly by the requesting State Agency. Requests may be requested and granted on a lump-sum by private activity bond category or individual project basis as the Governor’s Office may determine. Joint requests from more than one State Agency or unit of government or requests from one State Agency for an allocation that will be used by other units of government will not be considered. Once an allocation is given to a specific State Agency, the Governor’s Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.**
- **State Agencies may submit requests for allocations of any amount. The 10% limit does not apply to State Agencies**
- **The Governor’s Office may consult with State Agencies prior to submission of their allocation requests and determine the amount of allocation that shall be requested and approved. The allocation shall be valid through the end of the calendar year.**
- **State Agencies may reallocate their unused allocation in the manner described in “REALLOCATION PROVISIONS” with the approval of the Governor’s Office. A State Agency that issues bonds after receiving a reallocation from a Home-Rule unit or another State Agency shall submit the information described in the “Reporting” section below.**
- **State Agencies may also file a carry-forward for an allocation remaining at the end of one calendar year to the next under certain circumstances, with the approval of the Governor’s Office. Issuers should consult their legal counsel with respect to the applicability of this provision to their circumstances.**

## State Agency Reporting

### *Confirmation of Issuance*

Pursuant to Section 7 of the Illinois Allocation Act. State Agencies are required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer.
- (b) Principal amount of the issue.
- (c) Purpose for which the private activity bonds were issued.
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038.

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of the bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the unused allocation amount shall be retained by the State Agency unless otherwise directed by the Governor’s Office.

### *Annual Reporting of Housing Projects*

Pursuant to the Illinois Allocation Act, State Agencies are required to provide an annual report of all private activity bonds issued for any housing purposes which utilize volume cap allocated by the State. Details on the reporting requirement can be located in Section 7.5 of the Illinois Allocation Act and a form has been provided in Appendix B for submission. Calendar Year 2025 Submissions are to be sent via the instructions set forth on page 3 of these guidelines by February 1, 2025. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority  
Attention: General Counsel  
111 E. Wacker Drive  
Suite 1000  
Chicago, IL 60601

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## REALLOCATION PROVISIONS

Reallocations by the State, a State Agency, or a Home Rule Unit

The State, any State Agency, or Home Rule unit may voluntarily reallocate to any Non-Home Rule unit of local government, Home-Rule unit, the State, or any State Agency all or any portion of its unused allocation. The State Agency or Home Rule unit reallocating all or a portion of its unused allocation must provide notice to the Governor's office within fourteen days of said reallocation.

Consistent with the Illinois Allocation Act and these Guidelines, entities that issue private activity bonds on the basis of reallocations must submit to the Governor's Office written evidence of such reallocation and a confirmation of bond issuance letter within ten calendar days from the date the bonds are issued.

Reallocations by a Non-Home Rule Unit Are Prohibited.

Non-Home Rule units may not reallocate to any issuer. This prohibition applies to direct reallocations and to reallocations attempted via an intergovernmental or other agreement. Allocations made to Non-Home Rule units pursuant to the Illinois Allocation Act and these Guidelines may not be used in an issuance by another governmental entity on behalf of the Non-Home Rule unit or as a surrogate for the Non-Home Rule unit via an intergovernmental or other agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**STANDARD FORM OF LETTERS**

(Letterhead of Signatory)

**ALLOCATION REQUEST LETTER  
FROM ALL ISSUERS**

(Date)

Office of the Governor  
Governor’s Office of Management and Budget  
**555 W Monroe Street - Suite 1500 S GOMB**  
**Chicago, IL. 60661**

Attn: Sophia Ronis

ATTENTION: Debt Management Unit

RE: Issuer: \_\_\_\_\_  
Type: (Home-Rule, Non-Home Rule or State Agency)  
Maximum Principal Amount: \_\_\_\_\_  
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear Governor J B Pritzker:

In accordance with the Tax Reform Act of 1986 as passed by 99th Congress 2nd Session (1986), as amended, and *30 ILCS 345*, the (name of issuer) respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

[(The following is required only of Non-Home Rule units which expect to join other units in a single bond issue as described in the guidelines): I hereby certify that (name of issuer) intends to comply with requirements set forth in the Governor's Office guidelines and will not transfer or reallocate any cap received from the Governor's Office to other Non-Home Rule or Home-Rule units and will use the cap only within our jurisdiction.]

I hereby certify, under penalty of perjury, that to the best of my knowledge the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned [or to: \_\_\_\_\_]. Bond counsel for these bonds [is expected to be \_\_\_\_\_, who may be reached at [phone number]] [has not yet been selected].

Sincerely,  
(Name of issuer)  
  
\_\_\_\_\_  
(Signature of authorized public official)  
(Title)  
(Phone number)

[Note: The Bond description cannot be materially changed after submission.]

(Governor’s Letterhead)

**BOND ALLOCATION APPROVAL LETTER**

(Date)

Allocation Number (our assigned number)

(Name of issuer)

Attention: (Name of Official)

Re: Issuer: \_\_\_\_\_  
Type: (Home-Rule, Non-Home Rule or State Agency)  
Maximum Principal Amount: \_\_\_\_\_  
Bond Description: (project, beneficiary, location, type/category of bonds)

Ladies and Gentlemen:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer has requested an allocation for Private Activity Bonds with respect to the above-captioned bonds. In support of this request, I have been presented with the resolution duly adopted by the Issuer or similar official action with respect to the above-captioned bonds.

I hereby allocate \$\_\_\_\_\_ of the State’s 2025 maximum limit on private activity bonds to the above-captioned Issuer.

Pursuant to Section 6 of the Illinois Private Activity Bond Allocation Act, this allocation is only valid if:

- (1) the proceeds from the bonds (the “Bonds”) utilizing the bond volume cap are to originate single family mortgages to finance the purchase of homes located within the jurisdiction of the unit local government applying for the bond volume cap, or the costs associated therewith, or, if not so used, applied to redeem the Bonds; and
- (2) the unit of local government is the Issuer of the Bonds.

“Issuer” as used herein is the entity named on the Bonds and obligated for the repayment of the Bonds and does not include an entity for whom bonds have been issued by another party via an intergovernmental or other agreement.

This allocation is valid through and including \_\_\_\_\_. If the above-captioned bonds have not been issued by said date this allocation automatically expires and is available for reallocation.

Sincerely,  
J B PRITZKER

Governor

(Letterhead of Signatory)

**CONFIRMATION OF BOND ISSUANCE  
TO BE PROVIDED BY ISSUER**

(Date) [Within 10 calendar days of issuance]

Allocation Number: (assigned by us in the allocation approval letter)

Office of the Governor  
Governor’s Office of Management and Budget  
**555 W Monroe Street - Suite 1500 S GOMB**  
**Chicago, IL. 60661**  
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: \_\_\_\_\_  
Type: (Non-Home-Rule, Home-Rule or State Agency)  
Date of Issuance: \_\_\_\_\_  
Principal Amount Issued: \_\_\_\_\_  
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear \_\_\_\_\_:

In accordance with the Tax Reform Act of 1986, as amended, and the Illinois Private Activity Bond Allocation Act, the above-captioned Issuer is giving notice that the above-captioned private activity bonds have been issued. With regard to the issuance of these bonds, all applicable federal and state requirements have been complied with. The total allocation provided for this bond issue in the Allocation Approval Letter dated \_\_\_\_\_ was \$\_\_\_\_\_. The total principal amount actually issued was \$\_\_\_\_\_ and, therefore, the amount of \$\_\_\_\_\_ is unused allocation that may be added to the total available allocation.

Sincerely,

(Name of issuer)

\_\_\_\_\_  
(Signature of authorized public official)  
(Title)

Attachments

[Note: If the bonds were issued on the basis of a voluntary reallocation of unused allocation or as a result of a carry-forward of allocation from a prior year, this fact should be so stated in this confirmation letter and a copy of the written evidence of such reallocation or carry-forward should be attached.]

(Letterhead of Signatory)

**REPORT OF ALLOCATION GRANTED  
BY HOME-RULE UNITS**

(Date) [Due Thursday, May 10, 2025]

Office of the Governor  
Governor’s Office of Management and Budget  
**555 W Monroe Street - Suite 1500 S GOMB**  
**Chicago, IL. 60661**  
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: (Home-Rule unit)  
Total 2025 Volume Cap Allocation: [see list attached to guidelines for population,  
multiplied by \$130.00 ]

Volume Cap allocations granted, transferred, or reserved by Issuer resolution prior to  
May 1, 2025:

- 1. Principal Amount of Issue: \_\_\_\_\_
- Bond Description: (Type of bond)
- (Repeat as necessary identify all specific allocations)
- If reallocated to another issuer, state name of issuer: \_\_\_\_\_

Copies of allocation resolutions or ordinances are attached. [Note: Memorandums of  
agreements with businesses need not be attached.]

Total Allocation Granted or Reallocated \$ \_\_\_\_\_

Sincerely,

(Name of issuer)

\_\_\_\_\_  
(Signature of authorized public official)  
(Title)  
(Phone number)

**APPENDIX B**

**ANNUAL HOUSING REPORT**

**SAMPLE FORM**

## Bond Issuer Annual Reporting Form

Statutory Requirement (30 ILCS 345/7.5)	Explanation/Detail	Insert Required Information
<b>Information Required for All Bond Issues</b>		
Bond Issuer	Entity Issuing Bonds:	
Person Completing Report (Drafter)	Name:	
Drafter Contact Information	Company:	
	Address:	
	Address:	
	City, State, Zip:	
	Phone:	
	E-mail Address:	
Reporting Period	Calendar Year:	
Date of Report	Date (no less than 45 days prior to end of Reporting Period):	
Bond Proceeds Used for Projects and Loans	Percentage of Total Issuance:	
Total Cost of Issuance	Amount:	
Bond Proceeds Used to Refund Prior Bonds	Amount:	
Unused Proceeds at Time of Report	Amount:	
Plan for Use of Any Unused Proceeds	<i>Attach Narrative and Supporting Documentation Showing Commitments to Utilize Proceeds, including timetable for use.</i>	
<b>For Multifamily Rental Units Only</b>		
Total Number of Developments	Total:	
Total Number of Units	Total:	
Income Levels for All Units (using Area Median Income, or "AMI")	No. Units at 30% AMI or less:	
<p><i>NOTE: The table of current AMI figures to be used in compiling this information may be found by calling the Illinois Housing Development Authority at 312-836-5200.</i></p>	No. Units at 40% AMI:	
	No. Units at 50% AMI:	
	No. Units at 60% AMI:	
	No. Units at 80% AMI:	
	No. of Other Restricted Units ( % AMI):	
	No. of Other Restricted Units ( % AMI):	
	No. of Other Restricted Units ( % AMI):	
	Unrestricted (Market Rate):	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
<b>For Single Family Units Only</b>		
Loans and Households Achieving Homeownership with Bond Proceeds	Number of Mortgage Loans:	
	Number of Households:	
Loan Amounts, Actual and Effective Interest Rates	<i>Attach List of Individual Loan Amounts, detailing the actual and effective interest rate for each loan.</i>	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
First-time Homebuyers	Number:	
Homeownership Counseling	No. of assisted homeowners who received any homeownership counseling:	
<b>Key to Priorities</b>		
Disabled - No. Units Serving People with Disabilities (as defined in the Illinois Comprehensive Housing Plan, found at <a href="http://www.ihda.org">www.ihda.org</a> ; choose "Housing Policy and Planning" in the left margin)		
Extremely Low Income - No. Units Serving Very Low-Income (less than 30% AMI) Households and Families		
Homeless - No. Units Serving Homeless People and Families and Those At-Risk of Homelessness		
Live Near Work - No. Units Serving Low and Moderate-Income Families and People Unable to Find Affordable Housing Near Employment or Transportation		
Preservation - No. of Units for Low-Income Families and People Living in Existing Affordable Housing that is in Danger of Becoming Unaffordable		
Very Low Income - No. Units Serving Very Low-Income (31 to 50% AMI) Households and Families		
<b>QUESTIONS?</b>		
Any questions on how to complete this form should be directed to IHDA's CFO or General Counsel at 312-836-5200 or TTD 312-836-5222.		

**APPENDIX C**  
**POPULATION ESTIMATES**

*Item F3.*

Item F3.

Home Rule Unit <sup>1</sup>	Population <sup>2</sup>	Home Rule Unit <sup>1</sup>	Population <sup>2</sup>
Addison Village	35,167	East Dundee Village	3,130
Alsip Village	18,198	East Hazel Crest Village	1,245
Alton City	25,006	East St. Louis City	17,919
Arlington Heights Village	74,495	Edwardsville City	26,654
Aurora City	177,563	Elgin City	113,177
Bannockburn Village	1,005	Elk Grove Village Village	31,659
Barrington Hills Village	4,018	Elmhurst City	45,272
Bartlett Village	39,992	Elmwood Park Village	23,604
Bartonville Village	5,779	Elwood Village	2,197
Batavia City	26,235	Evanston City	75,544
Bedford Park Village	582	Evergreen Park Village	19,211
Belleville City	40,726	Fairview Heights City	16,324
Bellwood Village	17,890	Flora City	4,719
Belvidere City	25,297	Forest View Village	766
Benton City	6,598	Freeport City	23,413
Berkeley Village	5,089	Galesburg City	29,255
Berwyn City	54,414	Gilman City	1,701
Bloomington Village	22,298	Glendale Heights Village	32,484
Bloomington City	78,587	Glen Ellyn Village	28,364
Bolingbrook Village	74,088	Glenview Village	47,258
Bridgeview Village	16,324	Glenwood Village	8,352
Bryant Village	165	Golf Village	499
Buffalo Grove Village	42,482	Granite City City	27,121
Burbank City	28,164	Gurnee Village	30,303
Burnham Village	3,869	Hanover Park Village	36,376
Cahokia Heights City	17,114	Harvey City	19,590
Calumet City City	34,358	Harwood Heights Village	8,722
Calumet Park Village	6,685	Hazel Crest Village	12,897
Carbon Cliff Village	1,792	Herrin City	12,202
Carbondale City	21,592	Highland Park City	30,163
Carlock Village	556	Highwood City	5,335
Carol Stream Village	38,966	Hillside Village	8,005
Carpentersville Village	37,099	Hodgkins Village	1,470
Cartersville City	5,808	Hoffman Estates Village	50,682
Champaign City	89,189	Homer Glen Village	24,446
Channahon Village	14,138	Hopkins Park Village	588
Chicago City	2,664,452	Huntley Village	28,138
Chicago Heights City	26,184	Inverness Village	7,362
Chicago Ridge Village	13,834	Jacksonville City	17,279
Christopher City	2,637	Johnston City City	3,325
Cicero Town	81,004	Joliet City	150,033
Collinsville City	23,779	Kankakee City	23,602
Cook County, Unincorporated	100,224	Lake Barrington Village	5,095
Country Club Hills City	16,013	Lake Bluff Village	5,549
Countryside City	6,147	Lake Forest City	19,252
Crainville Village	1,473	Lake in the Hills Village	28,700
Crystal Lake City	40,861	Lansing Village	28,000
Danville City	28,206	LaSalle City	9,423
Darien City	21,698	Lincolnshire Village	7,922
Decatur City	68,670	Lincolnwood Village	12,989
Deerfield Village	18,884	Lockport City	26,105
DeKalb City	40,211	McCook Village	240
De Pue Village	1,588	McHenry City	28,117
Des Plaines City	58,010	Manhattan Village	10,340
Dolton Village	20,410	Marion City	16,729
Downers Grove Village	49,706	Mascoutah City	8,634
Du Quoin City	5,694	Matteson Village	18,439

1. Home Rule Communities: Secretary of State – Index Department

2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2020, to July 1, 2023 (NST-EST2023-POP-17) on December 27, 2024

<u>Home Rule Unit<sup>1</sup></u>	<u>Population<sup>2</sup></u>	<u>Home Rule Unit<sup>1</sup></u>	<u>Population<sup>2</sup></u>
Maywood Village	22,880	Robbins Village	4,493
Melrose Park Village	23,666	Rockdale Village	1,972
Mettawa Village	544	Rock Island City	36,132
Midlothian Village	13,675	Rolling Meadows City	23,329
Moline City	41,965	Romeoville Village	40,955
Monee Village	5,097	Roselle Village	22,508
Monmouth City	8,567	Rosemont Village	3,766
Morton Grove Village	24,131	Round Lake Beach Village	26,783
Mound City City	489	St. Charles City	32,654
Mount Prospect Village	54,298	Sauget Village	132
Mount Vernon City	14,247	Savoy Village	8,891
Muddy Village	56	Schaumburg Village	75,750
Mundelein Village	31,790	Schiller Park Village	11,164
Murphysboro City	6,963	Sesser City	1,857
Naperville City	150,245	Sherman Village	4,599
Naples Town	96	Shorewood Village	18,369
Nauvoo City	923	Skokie Village	64,937
New Lenox Village	28,047	South Barrington Village	4,974
Niles Village	29,513	South Chicago Heights Village	3,835
Normal Town	52,618	South Holland Village	20,483
Norridge Village	14,620	Springfield City	112,544
Northbrook Village	33,977	Standard Village	218
North Chicago City	30,416	Stickney Village	6,803
Northfield Village	5,543	Stone Park Village	4,402
Northlake City	12,270	Streamwood Village	37,780
North Utica Village	1,332	Summit Village	10,616
Oakbrook Terrace City	2,690	Sycamore City	18,682
Oak Forest City	26,199	Thornton Village	2,273
Oak Lawn Village	55,734	Tilton Village	2,566
Oak Park Village	52,055	Tinley Park Village	53,886
O'Fallon City	31,968	Tuscola City	4,614
Old Mill Creek Village	162	University Park Village	7,002
Onarga Village	1,283	Urbana City	38,209
Orland Park Village	57,074	Valier Village	545
Oswego Village	37,074	Valmeyer Village	1,212
Palatine Village	64,869	Vernon Hills Village	26,677
Park City City	7,842	Volo Village	7,016
Park Forest Village	20,763	Warrenville City	15,027
Park Ridge City	37,897	Washington City	15,833
Pekin City	31,126	Waukegan City	87,642
Peoria City	110,460	West Chicago City	25,116
Peoria Heights Village	5,747	West City Village	641
Peru City	9,780	West Dundee Village	7,878
Phoenix Village	1,627	West Frankfort City	7,145
Plainfield Village	47,448	Wheaton City	52,938
Posen Village	5,334	Wheeling Village	37,725
Prairie Grove Village	1,947	Williamsville Village	1,430
Quincy City	38,803	Willowbrook Village	9,038
Rantoul Village	11,956	Wilmette Village	27,026
Richton Park Village	12,322	Winnetka Village	12,292
Riverdale Village	10,159	Woodridge Village	33,566
River Grove Village	10,282	Woodstock City	25,699
Riverwoods Village	3,737		

1. Home Rule Communities: Secretary of State – Index Department  
 2. Population Data Source: Population Division of the U.S. Census Bureau - “Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2020, to July 1, 2023 (NST-EST2023-POP-17) on December 27, 2024



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

## MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

**Meeting:** April 7, 2025 Committee of the Whole

**Subject:** A Resolution Amending an Urbana HOME Consortium Rental Housing Developer Agreement (Parker Glen II Limited Partnership FY 2024-2025, formerly Woda Cooper Companies, Inc.)

### Summary

#### *Action Requested*

City Council is being asked to consider the attached resolution. The resolution authorizes the amendment of a previously approved rental housing developer agreement with Parker Glen II Limited Partnership, formerly Woda Cooper Companies.

### Discussion

#### *Impact on Core Services*

There will be no impact on core city services as a result of amending this agreement.

#### *Strategic Goals & Plans*

The completion of Parker Glen Phase II will further the city's affordable housing goals as described in the [City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020-2024, and Annual Action Plan for FY 2024-2025](#).

#### *Previous Council Actions*

On December 10, 2024, the Urbana City Council passed [Resolution 2024-12-083R](#) approving a rental housing developer agreement with Woda Cooper Companies, Inc. for the construction of affordable rental housing in Champaign using HOME funds.

#### *Additional Background Information*

The original resolution and funding agreement listed Woda Cooper Companies, Inc. as the recipient of the HOME funds. While Woda Cooper is the developer overseeing this project, the funding agreement must be executed with Parker Glen II LP, which is the non-profit entity managing construction. Woda Cooper and Parker Glen II LP are affiliates.

#### *Recommendation*

Staff recommends that City Council approve the attached resolution.

*Next Steps*

If Council approves the resolution, staff will amend the funding agreement to list Parker Glen II LP as the recipient of the HOME funds, instead of Woda Cooper Companies. The anticipated construction start date is April 2025, with a target completion date of June, 2026.

**Attachments**

1. A Resolution Amending an Urbana HOME Consortium Rental Housing Developer Agreement (Parker Glen II Limited Partnership FY 2024-2025, formerly Woda Cooper Companies, Inc.)
2. Urbana HOME Consortium Rental Housing Developer Agreement (Parker Glen II, LP FY 2024-2025)

Originated by: Breaden Belcher, Grants Division Manager

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

Approved: Carol Mitten, City Administrator

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

**A RESOLUTION AMENDING AN URBANA HOME CONSORTIUM RENTAL HOUSING DEVELOPER AGREEMENT**

**(PARKER GLEN II LIMITED PARTNERSHIP FY 2024-2025, FORMERLY WODA COOPER COMPANIES, INC.)**

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

**WHEREAS**, on December 10, 2024 the City Council of the City of Urbana passed Resolution 2024-12-083R A Resolution Approving and Authorizing the Execution of an Urbana Home Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc. FY 2024-2025) for the development of affordable rental housing in the City of Champaign; and

**WHEREAS**, an amendment to the Developer Agreement correcting the name of the Borrower to Parker Glen II Limited Partnership is necessary to carry out the purpose of the Developer Agreement; and

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

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

Section 1. That an amendment to the Developer Agreement correcting the name of the Borrower to Parker Glen II Limited Partnership in substantially the same form of the copy of said amendment attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Developer Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

This instrument was prepared by:

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

After recording, return to:

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

**URBANA HOME CONSORTIUM  
RENTAL HOUSING DEVELOPER AGREEMENT  
Parker Glen II, LP. FY 2024-2025**

THIS RENTAL HOUSING DEVELOPER AGREEMENT is made by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (“LENDER”), having its principal offices at 400 S. Vine Street, Urbana, IL 61801, and **Parker Glen II, LP**, having a principal place of business at 500 S Front St., 10<sup>th</sup> Floor, Columbus, OH 43215 (“BORROWER”).

BACKGROUND

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

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

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

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

The BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (the “PROJECT”) on a property (the “PROPERTY”) commonly known as Paker Glen Phase II, and more particularly described in the legal description included as Exhibit A.

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

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

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

The BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing construction of said PROJECT on or before April 25, 2025, and with the assistance of HOME Program funds, completing construction on or before June 30, 2026, in accordance with the Project Completion Schedule in Exhibit C. The BORROWER has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT.

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

Therefore, the parties agree as follows.

### **USE of HOME Funds**

The LENDER shall lend the BORROWER an amount not to exceed **\$50,000** (from the LENDER's federal HOME Program allocation from Fiscal Years 2023-2024, and 2024-2025 to assist with the construction of one (1) affordable rental dwelling units (the "CITY HOME ASSISTED UNITS") out of a total of fifty (50) dwelling units (the "PROJECT HOME ASSISTED UNITS") in the PROJECT that will be assisted with HOME funds on the PROPERTY. The PROPERTY is legally described in Exhibit A, which is attached to this agreement. The BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:
  1. Scope of Work/Project Description including the schedule attached hereto as Exhibit B.

2. The Budget, attached hereto as Exhibit C.
  3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.
- b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

**HOME PROJECT Requirements**

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

- a.) Affordability Period: For **twenty (20)** years following PROJECT completion in HUD’s Integrated Disbursement and Information System (“the Affordability Period”), the BORROWER shall restrict the use of the CITY HOME ASSISTED UNITS to “affordable housing.”
- b.) Maximum Tenant Income: The maximum income for households residing in the CITY HOME ASSISTED UNITS cannot exceed eighty percent (80%) of the area median income, adjusted by family size, as defined annually by HUD. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.
- c.) Rent Limitations: The gross rent for all CITY HOME ASSISTED UNITS (base rent plus applicable utility allowance computed in accordance with Section 42 of the Internal Revenue Code, 26 U.S.C. § 42, and applicable HOME regulations, as amended, and defined by the Urbana HOME Consortium) cannot exceed the maximum Low HOME Rents as published annually by HUD, and issued annually by the LENDER. The initial monthly rent for each unit cannot exceed

# of Bedrooms	High HOME Rents	Low HOME Rents
1	\$871	\$846
2	\$1,030	\$967
3	\$1,335	\$1,089

BORROWER must obtain permission from the LENDER prior to changing the monthly rent at the CITY HOME ASSISTED UNITS. BORROWER must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

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

- d.) CITY HOME ASSISTED UNIT Designation: The parties have designated one (1) floating units as the CITY HOME ASSISTED UNITS. The units that are designated as the CITY HOME ASSISTED UNITS may change over time, as long as the total number of CITY HOME ASSISTED UNITS is no greater or less than one (1) at any given time. The CITY HOME ASSISTED UNITS shall remain comparable to the non-assisted units over the affordability period in terms of size and features included in other units.
- e.) Increases in Tenant Income: When the income of a tenant occupying a Low HOME rent unit increases over 50 percent of the area median income, but does not exceed 80 percent of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted. The rent of the tenant whose income has gone above 50 percent of area median income must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation. To restore compliance, the BORROWER must rent the next available High HOME rent unit to a very low-income tenant. The unit is redesignated as a Low HOME rent unit. Once this unit has been redesignated as a Low HOME rent unit, the unit with the over-income tenant may be redesignated as a High HOME unit, and the tenant's rent may be increased up to the High HOME rent limit for the unit. This process should not increase the number of assisted units. When a tenant's income increases above 80 percent of the area median income, the tenant's rent must be adjusted so that the over-income tenant pays 30 percent of its adjusted income for rent and utilities; rent is capped at market rent for comparable, unassisted units in the neighborhood in projects with floating HOME units. If the loan is being made available for units that have been allocated a low-income housing tax credit by IHDA pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements will defer to the requirements of the low-income housing tax credit. This rule only applies to over-income tenants in existing assisted units. BORROWER may not defer to LIHTC rents in HOME units when initially developing assisted units. When tenants receive additional subsidy through rental assistance programs such as Section 8, HOME requirements shall be followed, which allow the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30% of adjusted income, the subsidy is project-based (not tenant-based), and the tenant's income is less than 50% of the area median income.
- f.) Leasing: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT will be for not less than one (1) year in duration and will comply with and not contain any lease provisions prohibited by 24 CFR 92.253, as amended. BORROWER may not terminate the tenancy or refuse to renew the lease of a tenant in a

CITY HOME ASSISTED UNIT except in the circumstances identified in 24 CFR 92.253(c). BORROWER must adopt written tenant selection policies and criteria for the PROJECT that meet the requirements listed at 24 CFR 92.253(d).

- g.) Certification of Tenants' Income: The BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein, or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty percent (80%) of area median income, as defined annually by HUD, that the BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units. BORROWER shall calculate tenant or potential tenant income using the Part V (Section 8) Method, while calculating income from assets as required by the HOME PROGRAM. Recertification of tenant income shall be done in accordance with the more stringent of either the HOME PROGRAM or LIHTC Program requirements.
- h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, disability, familial status or national origin.
- i.) Matching Funds: Matching funds in at least the amount of \$12,500 must be provided by the BORROWER.

### **Other Program Requirements**

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

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

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

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

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

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

### **Property Standards**

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

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

### **Federal Program Requirements**

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

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

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

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

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

e.) Debarment & Suspension:

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

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

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

- g) Compliance with Section 3. The BORROWER shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701*et seq.*), as amended. Section 3 applies to all contracts and subcontracts in excess of \$100,000 or where LENDER assistance exceeds \$200,000. Additionally, if no contracts or subcontracts exceed \$100,000, then Section 3 will only apply to the BORROWER. The following forms are required to be completed and submitted to the LENDER;
- \_\_\_\_\_ Section 3 Policy
  - \_\_\_\_\_ Section 3 Certification forms for businesses and residents
  - \_\_\_\_\_ Completed Section 3 Opportunities Plan
  - \_\_\_\_\_ Completed HUD 60002 Form
- The LENDER shall provide the foregoing Certification forms to the BORROWER. The BORROWER is responsible for distributing and collecting the Section 3 forms from each contractor and subcontractor associated with the PROJECT.
- h.) Air and Water: The BORROWER shall comply with the following requirements insofar as they apply to the performance of this agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*, as amended; Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, including Section 308 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- i.) Uniform Administration Requirements: The BORROWER agrees that it is subject to, and will comply with, the uniform administrative requirements governing Federal funds including those requirements that apply to governmental entities. Specifically, this includes the requirements of OMB Circular No. A-87 and the following provisions of 24 CFR Part 85: sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. For nonprofit organizations, this includes the requirements of OMB Circular No. A-122 and the following provisions of 24 CFR Part 84: sections 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.
- The BORROWER agrees that it is subject to, and will comply with, federal OMB 2 CFR Chapter I, Chapter II, Part 200, *et al.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" Omni Circular.
- j.) Eligible and Ineligible Fees: The BORROWER will not charge laundry room access, inspection, servicing, or other fees. Only the following are permitted fees: a reasonable annual fee for ongoing rental project compliance monitoring, fees for rental housing tenants that are reasonable and customary to the area, and fees for

services that are voluntary and as long as the fees are only charged for services provided.

### **Payment Generally**

As consideration for the performance of the undertaking and completion of construction of the PROJECT, the LENDER shall pay the BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$50,000**. Payment for the PROJECT will be made in accordance with the budget detailed in Exhibit C and will be limited to the Scope of Work/Project Description contained in Exhibit B.

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

### **Progress and Final Payments**

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

### **Recordkeeping**

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

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

### **General Provisions**

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

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

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

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

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

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

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

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

## Enforcement

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

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

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

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

## NOTICES

All notices required under this agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be

deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. Either party may designate by written notice a different address to which notices must be sent.

**BORROWER:**

H.S.A. Parker Glen II GP, LLC  
an Ohio limited liability company  
Its: General Partner

By: H.S.A. Housing Corp.  
an Ohio Corporation  
Its Sole Member

**CITY OF URBANA as a Member of the URBANA CONSORTIUM:**

City of Urbana  
Grants Division

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

[Signature page follows]

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

By: \_\_\_\_\_  
Name: Diane Wolfe Marlin  
Title: Mayor

Date: \_\_\_\_\_

ATTEST:

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

**Parker Glen II Limited Partnership**

H.S.A. Parker Glen II GP, LLC  
an Ohio limited liability company  
Its: General Partner

By: H.S.A. Housing Corp.  
an Ohio Corporation  
Its Sole Member

By: \_\_\_\_\_  
Name: Tanya Corbett  
Its: Executive Director

Date: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Tanya Corbett, 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 she signed and delivered the said instrument as her free and voluntary act in his capacity as Executive Director of Parker Glen II, LP.

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

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



**Exhibit A**  
**Legal Description**

(AS-PROVIDED)

SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, BEING A PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2021R23653, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

SUGGESTED LEGAL DESCRIPTION (AS SURVEYED)

A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, ALSO BEING A PART OF LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, RECORDED OCTOBER 4, 2021, AS DOCUMENT NUMBER 2021R23653 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 200 OF SAID REPLAT; THENCE ALONG THE NORTHERLY LINE OF LOT 200 FOR THE NEXT 5 COURSES;

- 1) SOUTH 89°13'46" WEST, 144.32 FEET TO A POINT OF CURVATURE;
- 2) 173.19 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 237.00 FEET WITH A 169.36 FOOT CHORD BEARING NORTH 69°50'08" WEST;
- 3) SOUTH 41°05'57" WEST, 31.59 FEET TO A POINT OF CURVATURE;
- 4) 47.49 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET WITH A 46.03 FOOT CHORD BEARING SOUTH 65°50'07" WEST TO A POINT OF TANGENCY;
- 5) NORTH 89°25'43" WEST, 138.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 200;

THENCE ALONG THE WEST LINE OF SAID LOT 200, SOUTH 00°34'17" WEST, 293.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG A SOUTH LINE OF LOT 201, NORTH 89°25'43" WEST, 285.87 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°33'11" WEST, 180.30 FEET; THENCE ALONG A SOUTH LINE OF LOT 201, SOUTH 89°28'13" WEST, 81.33 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°47'36" WEST, 319.90 FEET; THENCE NORTH 89°12'42" EAST, 173.83 FEET; THENCE SOUTH 00°47'18" EAST, 279.29 FEET; THENCE SOUTH 89°25'43" EAST, 146.43 FEET; THENCE NORTH 00°34'17" EAST, 48.66 FEET TO A POINT OF CURVATURE; THENCE 106.03 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.50 FEET WITH A 95.46 FOOT CHORD BEARING NORTH 45°34'17" EAST

TO A POINT OF TANGENCY; THENCE SOUTH 89°25'43" EAST, 99.90 FEET TO A POINT OF CURVATURE; THENCE 20.77 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 53.50 FEET WITH A 20.64 FOOT CHORD BEARING NORTH 79°27'07" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 7.68 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.50 FEET WITH A 7.56 FOOT CHORD BEARING NORTH 50°44'26" EAST TO A POINT OF REVERSE CURVATURE; THENCE 150.80 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET WITH A 99.80 FOOT CHORD BEARING NORTH 74°38'41" EAST TO A POINT OF REVERSE CURVATURE; THENCE 45.01 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET WITH A 43.96 FOOT CHORD BEARING SOUTH 40°26'37" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 135.89 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET WITH A 134.46 FOOT CHORD BEARING SOUTH 76°21'07" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°13'46" EAST, 106.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°47'05" EAST, 31.25 FEET TO THE POINT OF BEGINNING; CONTAINING 3.344 ACRES, MORE OR LESS.

**Exhibit B**  
**Scope of Services/Project Description**

Parker Glen II (PGII) is a planned, new construction, non-elderly building, 56-unit development that will feature a leasing office and community gathering spaces. PGII will be designed to complement the operational Phase I. PGII will feature 14-one, 14-two, and 28 three-bedroom apartments. The site will feature on-site parking and provide immediate access to the city of Champaign's Public Walking Trail. The site will also feature plenty of lighting, a playground, landscaping, green space, and will be built to comply with LEED Platinum and LEED Zero energy standards. PGII received an allocation 2023 9% housing credits from IHDA and will be the benefactor of a credit "refresh" in December 2024. Construction is scheduled to commence in March 2025 and be complete April 2026.

**Exhibit C**  
**Budget – Owner’s Sworn Statement; Schedule**

HOME FUNDING AMOUNT:       \$ 50,000

Project Funds are to be expended on the following activities:

- New Construction of Affordable Rental Housing
- HOME funds will be used to subsidize the construction of affordable rental housing.

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

- Site preparations or improvements
- Construction materials and labor

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

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

Project Completion Schedule

- Construction commencement:       March 31, 2025
- Construction completion:         June 30, 2026
- Lease-up phase:                     No more than six (6) months after  
construction completion
- Affordability period termination:   Twenty (20) years after completion in  
HUD’s Integrated Disbursement and  
Information System

**Exhibit D**  
**Land Use Restriction Agreement**

*[This page intentionally left blank]*

This instrument was prepared by:

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

After recording, return to:

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

Attn: Breaden Belcher, Manager

## **REGULATORY AND LAND USE RESTRICTION AGREEMENT**

This Regulatory and Land Use Restriction Agreement (“Regulatory Agreement”) is made between the **City of Urbana**, an Illinois municipal corporation (“City”), and **Parker Glen II, LP** (“BORROWER”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

### Background

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

The city has agreed to make a loan to the Borrower in the original, principal amount of \$50,000 (“Loan”), to be used for the eligible costs associated with the construction of an affordable housing development with 60 total units on the Borrower’s real property (the “Real Estate”) legally described in Exhibit A.

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

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

Borrower which evidence, govern or secure the Loan are each referred to as a “Loan Document” and collectively referred to as the “Loan Documents.”

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

Therefore, the parties agree as follows.

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

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

- A. One (1) of the 50 units will be subject to the HOME regulations as Low HOME Rent units.
- B. In the advertising, marketing, rental of the City HOME Units, and the selection of tenants for the Project, the Borrower shall abide by the terms and conditions of the Tenant Selection Plan executed by the Borrower and approved by the City, the Affirmative Fair Housing Marketing Plan executed by the Borrower and approved by the City, the Project Agreement (as such documents may be amended from time to time with the prior written consent of the City), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of the City.
- C. The Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, unfavorable military discharge, ancestry, disability, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the Regulations (24 C.F.R. §§ 92.350 and 351, as amended) and all other provisions of federal, state and local law relative to non-discrimination.
- D. In the management, maintenance, and operation of the Project, the Borrower shall abide by the terms and conditions of the Project Agreement, as such document may be amended from time to time with the prior written approval of City. The Borrower shall

be responsible for ensuring any management agent's compliance with the HOME Act, the Regulations, and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the City.

- E. On forms approved by the City, the Borrower shall obtain from each prospective tenant, prior to his or her admission to the Project, a determination of income in accordance with Section 92.203(a) of the Regulations ("Determination"), and at such intervals thereafter as required by the City conduct a reexamination of income in accordance with Section 92.252(h) of the Regulations (the "Reexamination") from all such tenants. The Borrower shall submit the initial Determination and results of each subsequent Reexamination to the City in the manner prescribed by the City.
- F. In the manner prescribed by City, the Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Reexamination and shall retain such evidence in its files at the Project or at the offices of the Borrower for three years after the year to which such evidence pertains.
- G. Rent for the City HOME Units shall not be greater than the rent allowed under the terms of the Project Agreement. Any increases in rents for the City HOME Units in accordance with the Project Agreement are subject to the provisions of outstanding leases, and, in any event, the Borrower shall provide tenants of City HOME Units no fewer than 30 days' prior written notice before implementing any increase in rents.
- H. City HOME Units will be deemed to comply with this paragraph 2, despite a temporary noncompliance with this paragraph, if (i) the noncompliance is caused by increases in the incomes of tenants already occupying such City HOME Units; and (ii) actions satisfactory to City are being taken to ensure that all vacancies are filled in accordance with this paragraph 2 until the noncompliance is corrected. Subject to the limitations set forth in Section 92.252(i)(2) of the Regulations with respect to low-income housing tax credits, if applicable, tenants who no longer qualify as low-income tenants must pay for rent and utilities an amount not less than 30% of the family's adjusted monthly income, as recertified annually.
- I. The Borrower shall require all tenants occupying City HOME Units to execute a lease in a form approved by the City in accordance with Section 92.253 of the Regulations (24 CFR 92.253), as amended, and all applicable provisions of the Regulations.
- J. The Borrower shall cause all Loan proceeds to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206), as amended.
- K. The Borrower shall submit to the City on an annual basis the rent schedule for the City HOME Units reflecting the actual rates being charged at the Project.

- L. The Borrower shall not evict any tenant from a City HOME Unit in the Project without good cause.
  - M. Within 30 days after the end of each calendar year, the Borrower shall certify to the City that, at the time of such certification and during the preceding calendar year, the Borrower was in compliance with the requirements of this paragraph 2, or, if the Borrower is not or has not been in compliance with such requirements, the Borrower shall give notice to City of its failure to comply and the corrective action the Borrower is taking or has taken.
  - N. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the Regulations (24 CFR 92.252(e)), the occupancy and rental restriction provisions of this paragraph 2 shall remain in effect for a period of 20 years from the date of project completion (the “Affordability Period”). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.
3. Acts Requiring City Approval. Except as permitted pursuant to the other Loan Documents, the Borrower shall not without the prior written approval of City, which may be given or withheld in City’s sole discretion, do any of the following:
- A. convey, transfer, or encumber the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Project or any part thereof;
  - B. convey, assign, or transfer any right to manage or receive the rents and profits from the Project.
  - C. rent any City HOME Unit for less than one year, unless otherwise mutually agreed in writing by the Borrower and the tenant in accordance with the Regulations;
  - D. lease or sublease any non-residential facility in the Project or amend or modify any such lease or sublease, which, to the best of the Borrower’s knowledge, would result in a conflict of interest between any of the parties to such contracts and the City, its officers, employees, agents or members of their respective immediate families; or require, as a condition of the occupancy or leasing of any City HOME Unit in the Project, any consideration or deposit other than the pre-payment of the first month’s rent plus a security deposit in an amount not to exceed one month’s rent to guarantee the performance by the tenant of the covenants of such lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Project.
4. Program Requirements. The Borrower further covenants, represents and warrants to the city as follows:

- A. Flood Insurance. If required by the City, the Borrower shall procure flood insurance satisfactory to the City if the Project is located in a 100-year flood plain.
  - B. Scope of Work. The only work to be done in connection with the Project will be that described in the Project Agreement.
  - C. Insurance Proceeds. If the Borrower receives insurance proceeds for any damage or destruction to the Real Estate occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, in accordance with the provisions set forth in the Mortgage.
  - D. Cooperation and Project Design. The Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. The Borrower shall design and construct the Project in conformity with (i) applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the City), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of the City provided to the Borrower in writing.
  - E. Furnishing Records, Reports, and Information. At the request of the City, the Borrower shall furnish (i) such records and information as required by the City in connection with the maintenance, occupancy, and physical condition of the Real Estate; and (ii) such reports, projections, certifications, budgets, financial reports, operating reports, tax returns, and analyses as required pursuant to the Regulations and any other applicable statutes, rules, and regulations.
  - F. Audit. The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to the Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of the Borrower by the City or its agents or representatives at any time during regular business hours as the City reasonably requires.
5. Violation of Agreement by Borrower.
- A. Upon violation of any of the provisions of this Regulatory Agreement by the Borrower, the City shall give written notice thereof to the Borrower in the manner provided in paragraph 14 hereof. If such violation is not corrected to the satisfaction of the City within 30 days after the date such notice is mailed, or within such further time as the City in its sole discretion permits (but if such default is of a nature that it cannot be cured within such 30 day period, then so long as the Borrower commences to cure within such 30 day period and diligently pursues such cure to completion within a reasonable period not to exceed 120 days from the date of such notice, such violation shall not be considered to be a default (“Default”), or if any Default or event of Default

under any other Loan Document is not cured within any applicable grace, cure, or notice period set forth therein, then the City may declare a Default under this Regulatory Agreement, effective on the date of such declaration of Default and notice thereof to Borrower, and upon such Default the City may undertake any or all of the following:

- (1) declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.
  - (2) withhold further disbursement of the Loan.
  - (3) subject to the rights of Senior Lenders, as defined in the Mortgage, collect all rents and charges in connection with the operation of the Project and use such collections to pay the Borrower's debts under the Loan Documents and such other debts of the Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.
  - (4) subject to the rights of Senior Lenders, as defined in the Mortgage, take possession of the Project, bring any action necessary to enforce any rights of the Borrower in connection with the operation of the Project and operate the Project in accordance with the terms of this Regulatory Agreement until such time as the City, in its sole discretion, determines that the Borrower is again in a position to operate the Project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.
  - (5) apply to any state or federal court for an injunction against any violation of this Regulatory Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Regulatory Agreement, or for such other relief as may be appropriate.
  - (6) subject to the rights of Senior Lenders, use and apply any monies deposited by the Borrower with the City regardless of the purpose for which the same were deposited, to cure any such Default or to repay any indebtedness under the Loan Documents which is due and owing to the City.
  - (7) exercise such other rights or remedies as may be available to the City hereunder, under any other Loan Document, at law or in equity.
- B. Because the injury to the City arising from a Default under any of the terms of this Regulatory Agreement would be irreparable and the number of damages would be difficult to ascertain, the Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, the City's remedies at law would be inadequate to assure the City's public purpose under the HOME Act.

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

7. Termination of Liabilities.

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

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

- A. The covenants, conditions, restrictions and agreements set forth in this Regulatory Agreement (collectively, the "Obligations") will be deemed to run with, bind, and burden the Real Estate and the Project and will be deemed to bind any New Borrower and any other future owners of the Real Estate or the Project and the holder of any legal, equitable or beneficial interest therein for the Affordability Period; provided, moreover, that if the date of the cancellation of the Note is prior to the expiration date of the Affordability Period, the Obligations shall remain in effect until the last day of the Affordability Period, irrespective of whether the proceeds of the Loan are repaid voluntarily by the Borrower or tendered by any party following an acceleration by the City of the Note or enforcement by the City of its remedies in connection with the Loan. The Borrower shall, if so requested by the City, execute a written memorandum, prepared by the City, which memorandum shall memorialize said date of Project completion and the foregoing Affordability Period. Any waiver by the City of its right to prepare or record any such memorandum and any failure by the Borrower to execute and deliver the same will not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City or its designee will have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations, as amended, provided that any such acquisition will be subject to

existing mortgages between the Borrower and Senior Lender.

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

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

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

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

12. Successors. Subject to the provision of paragraph 7 hereof, this Regulatory Agreement will bind, and the benefits will inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns; provided, however, that the Borrower shall not assign this Regulatory Agreement or any of its Obligations hereunder, without the prior written approval of the City.

13. Capitalized terms, Plurals, Gender and Captions. Capitalized terms used in this Regulatory Agreement and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the

Regulations. The use of the plural herein shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders. The captions used in this Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

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

**BORROWER:**

H.S.A. Parker Glen II GP, LLC  
an Ohio limited liability company  
Its: General Partner

By: H.S.A. Housing Corp.  
an Ohio Corporation  
Its Sole Member

**City of Urbana:**

Breaden Belcher  
Grants Manager  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

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

16. Construction. This Regulatory Agreement will be construed and interpreted in accordance with the laws of the State of Illinois.

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

18. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of the Borrower and neither the Borrower nor any general or limited partner of the Borrower or their respective successors or assigns, nor any related or unrelated party, shall have any personal liability for repayment of said indebtedness or any other amounts evidence or secured by the Loan Documents, the sole recourse of the City or any subsequent holder of the Note being the exercise of its rights against the Project and any other collateral under the Loan Documents, including without limitation (a) the Project and the rents issues, profits and income therefrom, (b) any funds or property held pursuant to any of the Loan Documents, and (c) insurance proceeds and condemnation awards paid or payable relative to the Project.

19. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with any of the Loan Documents and agree that any such action or proceeding will be tried before a court and not before a jury.

20. Subordination. This Regulatory Agreement is and shall be subject and subordinate in all respects to the Senior Loans and the Senior Loan Documents, both as defined in the Mortgage.

[Signature pages follow]

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

BORROWER,

H.S.A. Parker Glen II GP, LLC  
an Ohio limited liability company  
Its: General Partner

By: H.S.A. Housing Corp.  
an Ohio Corporation  
Its Sole Member

By: \_\_\_\_\_  
Name: Tanya Corbett  
Its: Executive Director

CITY OF URBANA, ILLINOIS

By: \_\_\_\_\_  
Name: Breaden Belcher  
Its: Grants Division Manager

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that

Breaden Belcher, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, DO HEREBY CERTIFY, that

Tanya Corbett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument in his capacity as the duly authorized Executive Director as her free and voluntary act, and the free and voluntary act of Parker Glen II, LP for the uses and purposes therein set forth.

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

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





## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 7, 2025 Committee of the Whole  
**Subject:** Ordinance Approving the First Amendment to a License Agreement (East Half of Urbana Parking Lot 1, Pin No. 91-21-08-458-001)

### Summary

#### *Action Requested*

The City Council is being asked to approve an amendment to a license agreement for use of the east side of City owned Parking Lot 1 to the Rose Bowl Tavern (“Rose Bowl”). The amendment will move up the date that the Rose Bowl can begin to occupy and use the east half of Lot 1 from May 1 to as early as April 1.

#### *Brief Background*

On November 27, 2023, the City Council approved Ordinance 2023-11-042 approving a license agreement for the use of the east half Parking Lot 1 with the Rose Bowl. It allows the Rose Bowl the use of the lot from May 1 – October 31 for each year of the agreement. The current license agreement expires on October 31, 2027.

### Relationship to City Services and Priorities

#### *Impact on Core Services:*

None.

#### *Strategic Goals & Plans:*

This action supports *Strategic Area #4 Economic Health* of the the 2024/25 Mayor and Council Strategic Goals and is consistent with findings from the 2023 Downtown Public Realm Study Big Idea #2 for Music/Event Space

#### *Previous Council Actions:*

City Council approved [Ordinance 2023-11-042](#) approving a license agreement for the use of Parking Lot #1 with the Rose Bowl Tavern.

### Discussion

#### *Additional Background Information*

Representatives of the Rose Bowl have requested an amendment to allow use of the parking lot starting no earlier than April 1 of each year rather than May 1. Weather permitting, the Rose Bowl

would like the ability to erect the music venue tent in April to take advantage of warming spring weather.

Currently, the Rose Bowl pays the City a monthly fee of \$500.00 as compensation for the license granted under the agreement. If the First Amendment to the License Agreement is approved, the Rose Bowl would pay an additional fee of \$16.68 per day for those days in April they occupy the parking lot. The Rose Bowl will be required to give the City's Public Works Department 10 days' notice before occupying.

#### *Community Impact*

For the past four years, the Rose Bowl has demonstrated that the community supports and appreciates outdoor entertainment at the proposed location. Continued similar use will encourage citizens to enjoy downtown Urbana and provide almost daily activity for visitors and guests staying at the new Hotel Royer.

#### *Recommendation*

Staff recommends City Council approve the Ordinance amending the license agreement with the Rose Bowl.

#### **Attachments**

1. An Ordinance Approving the First Amendment to a License Agreement (East Half of Urbana Parking Lot 1, Pin No. 91-21-08-458-001
2. First Amendment to the License Agreement – East Half of Parking Lot 1, Pin No. 91-21-08-458

Originated by: Michael McMahon, Economic Development

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

Approved: Carol Mitten, City Administrator

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

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO  
A LICENSE AGREEMENT**

**(East Half of Urbana Parking Lot 1, Pin No. 91-21-08-458-001)**

**WHEREAS**, the City of Urbana, an Illinois municipal corporation (the "City"), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/ 1-1-10; and

**WHEREAS**, on November 27, 2023, the Urbana City Council passed Ordinance No. 2023-11-042 approving a License Agreement with the Rose Bowl to allow for certain periodic use of the east half of Urbana Parking Lot 1 (91-21-08-458-001) for activities that generate sales tax and/or provide public accommodations for art and culture; and

**WHEREAS**, the City Council now finds that it is in the best interest of the residents of the City of Urbana to allow the activities on the above-referenced property to commence as early as April 1 of each year by amending the License Agreement.

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

**Section 1.**

That the Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such First Amendment to the License Agreement, which is attached hereto (with leave for minor modifications that do not materially change the terms), and any related documents as may be necessary to effectuate the use of the property, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said First Amendment related documents as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 2.**

That 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 \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_

Darcy E. Sandefur, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Diane Wolfe Marlin, Mayor



[ END OF AMENDMENT, SIGNATURES FOLLOW. ]

For the City of Urbana, Illinois:

For the Rose Bowl:

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

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest

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

\_\_\_\_\_  
Date



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 7, 2025 Committee of the Whole  
**Subject:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE USE OF LOTS OWNED BY THE URBANA FREE LIBRARY (201 and 202 West Green Street)

### Summary

#### *Action Requested*

City Council is asked to approve a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) with The Urbana Free Library (TUFL) for the City's use of the lots located at 201 and 202 West Green Street. The purpose of the IGA, among other things, is to facilitate the activation of these Downtown lots consistent with Attachments A and B of the IGA.

#### *Brief Background*

The City commissioned a Downtown Public Realm Study in 2022, and the findings were presented to City Council in 2023. The activations contained in the proposed IGA with TUFL were presented to Council at that time and received general support to continue towards implementation.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

N/A

#### *Strategic Goals & Plans*

The proposed IGA is consistent with the direction suggested by the Public Realm Study to create "community-powered public spaces". One of the themes was to try out certain activities in a way that was quicker, lighter, cheaper before committing to more expensive and permanent changes. The proposed IGA will also support Mayor/Council Strategy 4.4. Create a Tourism and Entertainment District, Action Item B. Implement selected recommendations of the Downtown Public Real Study.

#### *Previous Council Actions*

None.

## Discussion

### *Additional Background Information*

The IGA will allow for two installations in Downtown Urbana at the corner of Race and Green Streets. On the northwest corner, a shipping container stage will be installed that will allow for a variety of programming for entertainment that will be free to the public. On the southwest corner, the City will install a large sign spelling out “URBANA”. This sign will serve as a welcoming element to Downtown, the backdrop for photos, and an iconic meeting space.

The timing of these installations is ideal. The Hotel Royer is on the verge of opening, and these installations will invite an exploration of our Downtown and The Urbana Free Library by visitors to the City. Other new venues (such as Yellow Rabbit, Elm City Coffee, H-Mart, Fernie’s) will complement and be supported by the activities anticipated at this important intersection.

The IGA will be presented for approval by the TUFL Board of Directors on April 8, 2025.

### *Recommendation*

City staff recommends approval of the proposed IGA.

### *Next Steps*

If City Council approves the IGA, City staff will obtain the required signatures, complete the procurement and installation of the anticipated structures, and commence programming of these lots.

## Attachments

1. Resolution No. 2025-04-0XX: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE USE OF LOTS OWNED BY THE URBANA FREE LIBRARY (201 and 202 West Green Street)
2. Intergovernmental Agreement, 201 & 202 W. Green Street, Urbana, IL 61801

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

Approved: Carol Mitten, City Administrator

**Intergovernmental Agreement**  
201 & 202 W. Green Street, Urbana, IL 61801

**THIS AGREEMENT** is made and entered into by and between THE URBANA FREE LIBRARY and the CITY OF URBANA.

**WITNESSETH**

**WHEREAS**, The Urbana Free Library (hereinafter “TUFL”) owns two vacant parcels located at 201 W. Green Street, Urbana, Illinois, permanent index number 92-21-17-211-004, and 202 W. Green Street, Urbana, Illinois, permanent index number 92-21-17-210-008 (hereinafter “the properties”); and

**WHEREAS**, the City of Urbana (hereinafter “the City”) desires to use and maintain the properties as temporary community activation spaces under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and of the covenants, conditions, and agreements herein contained, the parties hereby agree as follows:

1. Use of Properties

TUFL agrees to lease 201 and 202 W. Green Street to the City for use as community activation spaces. Attachments A and B attached hereto illustrate the approximate location of the City’s planned installations on the properties, respectively.

TUFL specifically acknowledges that the City intends to sublease a portion of 201 W. Green Street to Cunningham Township for the purpose of installing and maintaining a new garden measuring approximately seventy (70) feet by nine (9) feet to be installed on the south end of said property to serve the community, as shown on Attachment A.

The City and any sublessees or licensed users shall at all times observe and comply with all laws, ordinances, or regulations of federal, state, county, and local governments that may in any manner affect the properties.

2. Term of Agreement

The initial term of the Agreement is two (2) years from the date the Agreement is signed by the parties. Following the initial term, this Agreement will be automatically renewed for successive one-year periods, unless either party requests termination of the Agreement in writing, not less than ninety (90) days prior to termination of the current term.

In the event that 201 or 202 W. Green Street is sold to a third party, TUFL hereby agrees that the sale will be subject to this Agreement.

Upon termination of this Agreement, the City will return the properties to TUFL in the same condition as existed immediately prior to the execution of this Agreement within ninety (90) days unless the parties agree in writing to different terms.

### 3. Maintenance, Repair, Rules

The City agrees to do the following on 201 and 202 W. Green Street:

- (1) Mow the grass on each property that is not planted in gardens.
- (2) Maintain all seasonal items, including but not limited to picnic tables, benches, and Curbanas, that may be placed on the properties.
- (3) Remove and store all seasonal items off-site or store them inside the secure container during the months of November-April each year.
- (4) Maintain any art installations on the properties.
- (5) Maintain the container stage and the URBANA sign feature on the site year-round, including any mural painted on the container.
- (6) Install, maintain, and pay for electrical service on the properties.
- (7) Notify TUFL within twenty-four (24) hours of the occurrence of an accident, fire, or damage to the properties or items placed on the properties.
- (8) Create, schedule, and maintain a calendar of events for both properties.
- (9) Provide outdoor garbage receptacles on both properties and arrange for garbage removal from both properties.
- (10) Respond to any concerns and repair or remove any damaged items placed on the properties.
- (11) Water and maintain any landscaping, including potted plants.
- (12) Make provisions for safety/security concerns as necessary. TUFL will not be responsible for the safety/security of the properties during the term of this Agreement except when hosting Library program events.

TUFL agrees to do the following:

- (1) Allow the public to use the TUFL restroom facilities during regular Library open hours.
- (2) Plan activities for the properties as able and coordinated with the City.
- (3) Notify the City within twenty-four (24) hours of the occurrence of an accident, fire, or damage to the properties or items placed on the properties.

### 4. Improvements and Alterations

The City must obtain the written permission of TUFL before making any substantial improvements or alterations to the properties outside of those covered in this agreement as illustrated in Attachments A and B attached hereto, except for ordinary maintenance, repair, and replacement of items utilized by the public such as games, benches, picnic tables, etc.

The City intends to install an electricity panel on 202 W. Green Street and the City intends to install electricity and small spotlights on 201 W. Green Street.

### 5. Hold Harmless

To the extent permitted by law, the City hereby agrees to protect, indemnify, hold and save harmless, and defend TUFL, its agents, employees, volunteers, and elected officers, against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, proximately caused or proximately arising out of negligent acts

or omissions to act by the City in connection with their performance under the terms of this Agreement, including operations of their subcontractors and negligent acts or omissions of employees or agents of the City or their subcontractors. The City further agrees to hold and save harmless TUFL against any and all liability for acts of vandalism or any other loss or claim that occurs in connection with use of the properties. When hosting events, the City and TUFL agree to hold and save harmless the other organization that is not hosting the event against any other loss or claim that occurs in connection with the event hosted on the property. When it comes to jointly-hosted events between the City and TUFL, the responsibility for any loss, damage, or liability is equally shared between the two parties.

#### 6. Equal Employment Opportunity Certification

The City will not discriminate against any individual or group on the basis of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to this Agreement.

#### 7. Compliance

If the City does not comply with the terms of this Agreement or violates any state, federal, or City laws or ordinances or the most current TUFL Rules of Behavior available on TUFL's website, TUFL will notify the City in writing of the problem(s). The City will have thirty (30) days to correct the problem(s). If appropriate action is not taken by the City, TUFL has the right to terminate this Agreement.

#### 8. Insurance

The City shall maintain, at its sole expense, general liability and property damage insurance coverage in the minimum amounts as follows: \$1,000,000 commercial type, combined single limit, for bodily injury or death and property damage; and, \$1,000,000 aggregate. TUFL shall be named as additional insured regarding such insurance coverage. Such insurance shall be maintained in full force and effect during the term of this Agreement. The City shall provide a certificate of insurance to TUFL evidencing the coverages required herein.

TUFL will, at their own expense, provide and maintain liability insurance for events they plan and host.

#### 9. Waiver of Liability

For organized activities, the City will require the responsible user to sign a Release and Indemnification Agreement form and an acknowledgement of the Rules and Regulations before being allowed to use the properties—excluding visitors at public events.

#### 10. TUFL and the City agree that no modifications to this Agreement shall be effective unless in writing and executed by both parties.

11. Notices and communications under this Agreement shall be sent to the respective parties as follows:

TO TUFL: Rachel Fuller, interim Executive Director  
210 W. Green Street  
Urbana, IL 61801

TO CITY: Community Development Services Director  
With a copy to the City Attorney  
400 S. Vine Street  
Urbana, IL 61801

12. This Agreement shall be effective as of the date executed by TUFL and the City:

The Urbana Free Library

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

City of Urbana, Illinois

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**  
**East side of 201 W. Green Street**



**ATTACHMENT B**  
**202 W. Green Street**



**RESOLUTION NO. 2025-04-0XX**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT FOR THE USE OF LOTS OWNED BY  
THE URBANA FREE LIBRARY**

**(201 and 202 West Green Street)**

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

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/) allows the City “to combine, transfer, or exercise any powers, functions, privileges, or authority that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party”; and

**WHEREAS**, the City Council, after due consideration, finds that the activating the properties owned by The Urbana Free Library at 201 and 202 West Green Street, in collaboration with the Library, is consistent with the Downtown Public Realm Study and in the best interests of the residents of Urbana.

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

**Section 1.**

An Intergovernmental Agreement providing for the City of Urbana’s use of the lots located at 201 and 202 West Green Street in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Intergovernmental Agreement.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Ordinance No. 2024-12-042

**AN ORDINANCE ESTABLISHING APPROVAL, POLICY, AND REPORTING REQUIREMENTS FOR SURVEILLANCE TECHNOLOGY AND DATABASES**

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

**WHEREAS**, the City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”; and

**WHEREAS**, the City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”; and

**WHEREAS**, it is the Urbana City Council (“Council” or “City Council”) and City’s responsibility to legislate matters of public safety and accountability to the public, and any use or expense of surveillance technology or major systems regarding public safety require due public process and approval from City Council; and

**WHEREAS**, the Urbana City Council finds that no decision relating to surveillance technology should be made without collaborative community input and consideration of the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by Article I of the Illinois Constitution and the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

**WHEREAS**, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, namely the invasion of an individual's privacy and infringing on their right to be left alone, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the police or other agency seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

**WHEREAS**, surveillance technologies can create oppressive, stigmatizing environments when used indiscriminately, continuously, or pervasively, especially for communities that have historically been disproportionately targeted by their use, such as communities of color, low income communities, and politically active communities; and

**WHEREAS**, the urgency to publicly process the acquisition of surveillance technologies is necessitated by new concerns whether surveillance technologies will be used to apprehend people from out-of-state seeking abortions and other reproductive healthcare in Illinois; people without legal immigration status who seek asylum and would be sought for deportation; peaceful individuals or organizations exercising their rights, including expressing grievances against the government; and people whose race, national origin, ethnic identity, gender identity, sexual orientation, or other protected demographics place them under potential for additional surveillance; and

**WHEREAS**, the need for a public process to acquire surveillance technologies is further required because of the likelihood that federal law enforcement agencies will access any data stored by surveillance technologies; and

**WHEREAS**, as of the passing of this ordinance, there is no current city policy on the use and acquisition of police surveillance technology, and it is therefore necessary to clarify the Council's position on the required processes of public accountability;

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

**Section 1. Purpose:**

The purpose of this ordinance is to provide transparency, oversight, and accountability regarding the acquisition and use of surveillance technology and surveillance data by the City of Urbana and all departments and officials (hereinafter "City" or "City Department"), and to protect privacy, civil rights, and racial and immigrant justice.

## Section 2. Approval Process for Surveillance Technology and Database Acquisition or Use

- (a) Any City Department seeking to acquire or use new surveillance technology or surveillance data, shall, prior to such acquisition or use obtain ~~written~~ approval **by majority vote** of the Urbana City Council prior to purchasing, acquiring, or using any new surveillance technology or database (as defined in Attachment A of this Ordinance), which includes linking or cross-referencing existing databases, adding new categories of data to a database, or using new analytic tools on an existing database.
- (b) At least sixty (60) days prior to seeking approval of a surveillance technology or database, the City shall submit to the City Council and make publicly available a written **and unredacted** surveillance technology or database “Use Report,” along with a draft of the proposed surveillance technology or database “Use Policy” (as defined in Attachment A of this Ordinance).
- (c) The public shall have forty-five (45) days subsequent to filing of the surveillance technology or database “Use Report” and “Use Policy” to submit formal comments to the City Council.

## Section 3. Standard for Approval of Surveillance Technology or Database

~~(a) In deciding whether to approve the request, the City Council shall consider whether the public safety benefits of the use of the surveillance technology or database outweigh the economic, social, and community costs, **and shall account for** including potential negative impacts on civil liberties and civil rights and potential disparate impacts on particular communities or groups.~~

a) When evaluating a request for the use of surveillance technology or a database, the City Council may consider a range of factors, including but not limited to:

- i) The potential public safety benefits and effectiveness of the technology.
- ii) The economic, social, and community costs associated with its implementation and use.
- iii) Any potential impacts on civil liberties and civil rights, including privacy concerns.
- iv) The possibility of disparate impacts on specific communities or groups.
- v) Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.
- vi) Alternative methods or technologies that could achieve similar outcomes with fewer negative effects

#### Section 4. Reporting and Approval of Existing Surveillance Technologies and Databases

- (a) For all existing or hereinafter approved surveillance technology and databases in use, a “Surveillance Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.
- (b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:
- (i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with ~~written~~ approval by majority vote from City Council. No more than two (2) extensions shall be granted for any individual technology or database in use.
  - (ii) The existing surveillance technologies and databases shall require a formal approval process (as outlined in Section 1 and 2 of this Ordinance) as soon as the information on each technology is made available.
  - (iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, unless otherwise extended, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval by majority vote is obtained in accordance with this Ordinance.
  - (iv) During the period that continued use is not approved, the technology or database contract shall not be renewed or extended even if the result would be the termination of availability of the use before one hundred eighty (180) days.

#### Section 5. Contractual Agreements Involving Surveillance Technology & Databases

- (a) Except where otherwise allowed under this Ordinance all contracts or agreements for the acquisition or use of surveillance technology, regardless of duration or cost, shall require formal approval by a majority vote of the City Council prior to execution.

(b) Prior to approval, the City Department shall provide all members of City Council with an unredacted copy of any and all contract(s) or other agreement(s) for the purchase, acquisition, or use of any new surveillance technology or database, including proposed non-disclosure agreements (NDAs) that are required to be executed in tandem with a purchase or acquisition agreement

(c) The Mayor's Office and all City Departments are hereby prohibited from entering into any contract or other agreement that facilitates the receipt of privately generated and owned surveillance data, or government generated and owned surveillance data, to any non-governmental entity in exchange for any monetary or any other form of consideration from any source, including the assessment of any additional fees, interest, or surcharges on unpaid fines or debts. Any contracts or agreements signed prior to the enactment of this ordinance that violate this section shall be terminated as soon as is legally permissible.

### **Section 6. Exigent Circumstances**

(a) Notwithstanding the provisions of this ordinance, the Urbana Police Department or other City Department may temporarily acquire or temporarily use surveillance technology in exigent circumstances for a period not to exceed 30 days, with approval from the Mayor or their designee, without following the provisions of approval stated in this ordinance before that acquisition or use. No more than two (2) consecutive periods of exigent circumstantial use shall be granted for any individual technology or database.

(b) If the Urbana Police Department or other City Department acquires or uses surveillance technology in exigent circumstances under this section, the Urbana Police Department or other City Department must:

(i) Report that acquisition or use to the City Council in writing within 30 days following the end of those exigent circumstances and the use of the surveillance technology.

(ii) Submit a Use Report and, if necessary, a technology-specific Use Policy to the City Council regarding that Surveillance Technology within 30 days following the end of those Exigent Circumstances.

(iii) Include that surveillance technology in the next Surveillance Technology Annual Report to the City Council following the end of those Exigent Circumstances.

(iv) If the Urbana Police Department or other City Department is unable to meet the 30-day timeline to submit a surveillance technology Use Report and, if necessary, a

technology-specific Use Policy to the City Council, the Urbana Police Department or other City Department must notify the City Council in writing requesting to extend this period. The City Council may grant extensions in 30-day increments beyond the original 30-day timeline to submit a surveillance technology Use Report, and, if necessary, a technology-specific Use Policy.

(v) Any surveillance technology Use Report, and, if necessary, any technology-specific Use Policy submitted to the City Council under this subsection shall be made publicly available on the City's website upon submission to the City Council.

(vi) Any Surveillance Technology Use Report and, if necessary, technology-specific Use Policy submitted to the City Council under this section may be redacted to the extent required to comply with an order by a court of competent jurisdiction, or to exclude information that, in the reasonable discretion of the Urbana Police Department or other City Department, would, if disclosed, materially jeopardize an ongoing investigation or otherwise represent a significant risk to public safety and security; provided, however, that any information redacted pursuant to this paragraph will be released in the next Surveillance Technology Annual Report following the point at which the reason for such redaction no longer exists.

(c) Departments using approved surveillance technologies or other technologies with unutilized and unapproved surveillance capabilities may apply a technical patch or upgrade that is necessary to mitigate cyber security threats to the City's environment. The department shall not use any unapproved new surveillance capabilities of the technology until the requirements of this ordinance are met or unless the Mayor or the Mayor's designee determines that the use is unavoidable; in that case, the Mayor shall request City Council approval as soon as possible. The request shall include a report to the City Council of how the altered surveillance capabilities were used since the time of the upgrade.

## **Section 7. Exclusionary Rule; Deletion/Destruction Requirement**

(a) Any data or other information created or collected in contravention of this ordinance, and any data or information derived therefrom, shall be deleted and destroyed as soon as possible, in accordance with state and federal laws, and may not:

(i) Be offered as evidence by any City government entity, agency, department, prosecutorial office, or any other subdivision thereof, in any criminal or civil action or proceeding against any member of the public, except as evidence of the violation of this Act; or

(ii) Be voluntarily provided to another person or entity for use as evidence or for any other purpose.

(b) Notwithstanding the above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

### **Section 8. Annual Surveillance Technology Report Oversight**

(a) Upon request, representatives of City Council, the Civilian Police Review Board, and the Human Rights Commission shall be given full and open access to information relevant to the enforcement of this ordinance or complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance, in compliance with the Open Meetings Act, City confidentiality policies, and other relevant state and federal laws.

OR

(b) The Civilian Police Review Board (CPRB) shall collaborate on the Surveillance Technology Annual Report, Use Report, and Use Policy of each surveillance technology or database subject to this ordinance, with a final vote on the recommendation by CBRP before moving to the City Council, Committee of the Whole. .... (changes to CPRB ordinance)

(c) The Civilian Police Review Board and the Human Rights Commission shall hear complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance in accordance with Chapter 19 Article 3 and Chapter 12 of the Urbana City Code of Ordinances.

From ACLU Model Bill (<https://www.aclu.org/documents/community-control-over-police-surveillance-model-bill>)

### **Section 8. Community Advisory Committee on Surveillance**

(A) Within three (3) months of the adoption of this Act, the City Council shall appoint a Community Advisory Committee on Surveillance to provide the City Council with broad principles to help guide decisions about if and how surveillance technologies should be used by the City and its municipal agencies.

- (1) The membership of the Community Advisory Committee on Surveillance should reflect the diversity of the City's residents, and special efforts should be made to ensure communities that have historically been disproportionately subjected to government surveillance are well-represented.
  - (2) The Community Advisory Committee on Surveillance shall have a Chair and Vice Chair, who shall be elected annually by the members of the Committee.
- (B) Every year, by no later than September 15, the Community Advisory Committee on Surveillance shall produce and submit to the City Council a Surveillance Technology Community Equity Impact Assessment and Policy Guidance, which shall address, at a minimum, the following:
- (1) What communities and groups in the City, if any, are disproportionately impacted by the use of surveillance technologies, what disparities were perceived and/or experienced, and what were the resulting adverse impacts on the community's or group's civil rights and/or civil liberties;
  - (2) With respect to each perceived or experienced disparity identified in response to Section 8(B)(1), what remedial adjustments to laws and policies, including but not limited to prior approvals granted pursuant to Section 1(A), should be made so as to achieve a more just and equitable outcome in the future.
  - (3) With respect to each remedial adjustment identified in response to Section 8(B)(2), what additional funding, implementation strategies, and/or accountability mechanisms would be needed to effectuate the adjustment; and
  - (4) In light of the collective responses to Section 8(B)(1)-(3), what new approaches and considerations should the City Council bring to future reviews of applications submitted pursuant to Section 1(A).

## **Section 9. Definitions**

The list of relevant definitions is included in Attachment A as part of this Ordinance.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, 2024.

Diane Wolfe Marlin, Mayor

## ATTACHMENT A

(Ordinance No. 2024-12-042)

### Definitions:

- 1) *Exigent Circumstances* means the Urbana Police Chief or their designee's good faith and reasonable belief that an emergency involving danger of death, physical injury, or significant property damage or loss, similar to those that would render it impracticable to obtain a warrant, requires the use of the surveillance technology or the surveillance data it provides. The use of surveillance technology in exigent circumstances shall not infringe upon an individual's right to peacefully protest or exercise other lawful and protected constitutional rights. Exigent circumstances for the purposes of this temporary acquisition and use shall be of the type of emergency situations as contemplated under Chapter 6 of the City Code.
  
- 2) *Surveillance* means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.
  
- 3) *Surveillance Data* means any electronic data collected, captured, detected, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology which is used or acquired by the City or operated at the direction of the City.
  
- 4) *Surveillance Technology* means any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software.
  - a) Examples of Surveillance Technology include, but are not limited to:
    1. International mobile subscriber identity (IMSI) catchers and other cell-site simulators;
    2. Automatic license plate readers;
    3. Electronic toll readers;
    4. Closed-circuit television cameras except as otherwise provided herein;
    5. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
    6. Mobile DNA capture technology;
    7. Gunshot detection and location hardware and services;
    8. GPS tracking systems that monitor an individual's location without authorization;
    9. X-ray vans;

10. Video and audio monitoring and/or recording technology, such as surveillance cameras;
11. Surveillance enabled or capable light bulbs or light fixtures;
12. Tools, including software and hardware, used to gain unauthorized access to a mobile device, computer, computer service, or computer network;
13. Social media monitoring software;
14. Through-the-wall radar or similar imaging technology;
15. Passive scanners of radio networks;
16. Long-range Bluetooth and other wireless-scanning devices;
17. Thermal imaging or “forward-looking infrared” devices or cameras;
18. Electronic database systems containing Surveillance Data about Identifiable Individuals;
19. Radio-frequency identification (RFID) scanners; and
20. Software designed to integrate or analyze data from surveillance technology, including surveillance target tracking and predictive policing software.

b) Surveillance Technology exempt or does not include the following devices, software, or hardware, which are exempt from the requirements of this ordinance, unless the devices, hardware, or software are modified to include additional surveillance capabilities:

1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance-related functions;
2. Parking ticket devices (PTDs) and related databases;
3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
4. Cameras installed in or on a police vehicle;
5. #. Body-worn cameras as required by the Illinois Law Enforcement-Worn Body Camera Act, 50 ILCS 706/10-1 et seq., as amended;
6. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
7. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;

7. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;
8. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
9. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;
11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;
12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas;
13. Cameras installed solely to protect the physical integrity of City infrastructure; and
14. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.

(c) "Use Report" shall mean a publicly released, legally enforceable written report that includes, at a minimum, the following:

- (i) Information describing the surveillance technology and how it works;
- (ii) Information on the proposed purpose(s) of the surveillance technology;
- (iii) If the surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted;
- (iv) The fiscal impact of the surveillance technology;
- (v) An assessment of whether use of the surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.

(vi) An assessment identifying any potential adverse impacts the surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

(d) “Use Policy” shall mean a publicly released, legally enforceable written policy governing the use of the surveillance technology that, at a minimum, includes and addresses the following:

(i) What specific purpose(s) the surveillance technology is intended to advance.

(ii) Description of the authorization for use of the policing technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the surveillance technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.

(iii) Description of data collection, protection, and retention: specifically, what types of surveillance data will be collected, captured, recorded, intercepted, or retained by the police technology; what safeguards will be used to protect surveillance data from unauthorized access; for what maximum limited time period the surveillance data will be retained; and by what process the surveillance data will be regularly deleted after the retention period.

(iv) Description of data sharing: specifically, which governmental agencies, departments, bureaus, divisions, or units will be approved for data sharing; how such sharing is necessary for the stated purpose and use of the surveillance technology; and what mechanisms will ensure any entity sharing access to the surveillance technology or surveillance data complies with the applicable surveillance use requirements within the Urbana “Use Policy” and does not further disclose the surveillance data to unauthorized persons and entities.

(e) “Surveillance Technology Annual Report” shall mean a written report covering each surveillance technology in use over the past year that is publicly released at least once per year and shall, at a minimum, include the following:

(i) A summary of how each surveillance technology and database was used.

(iii) Total annual costs for each surveillance technology and database, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year.

(iii) How often collected surveillance data was shared with and received from any external persons or entities; under what legal standard(s) the information was disclosed; and the justification for the disclosure(s).

(iv) A summary of complaints or concerns that were received about each surveillance technology and database.

(v) The results of any internal audits, any information about violations of the Use Policy, and any actions taken in response to complaints or concerns.

(vi) Justification for the continued use of each surveillance technology and database and safeguards to protect civil liberties, privacy, and against discrimination.

## MEMORANDUM TO THE URBANA, IL COMMITTEE OF THE WHOLE & CITY COUNCIL

**Meeting:** February 17, 2025 Committee of the Whole

**Subject:** Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Police Surveillance Technology

**Sponsored:** Council Members Grace Wilken & Jaya Kolisetty

### Summary

#### *Action requested*

City Council is asked to approve the attached Ordinance, which requires and clarifies the process for procurement and use of policing technology and databases that can be used to monitor, track, and identify specific individuals or groups. This Ordinance codifies the public approval process for specific surveillance technologies or databases; it does not dictate the use of any given technology (that would be voted on by Council).

Overall, the Ordinance establishes the Council approval and public input process for new and existing policing technologies and databases. The attached definitions clarify the relevant types of technology and databases, the Use Report, Use Policy, and Policing Technology Annual Report.

#### *Brief Background & Previous Action*

City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”

City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”

The City of Urbana commissioned the completion of a review of UPD and UFD policies and staffing requirements by Berry Dunn consultants. The report on the first phase of the study included community stakeholder meetings, professional stakeholder meetings, community interest group and individual meetings, and an online survey, all of which included responses from community members showing “a desire for more active transparency” (page 58). The report noted transparency as one of the four pillars of procedural justice and is included in the six pillars of 21<sup>st</sup> Century Policing, and that not providing transparency through community input “can foster mistrust and damage relationships” (page 159).

In, September of 2021, the Urbana City Council was asked to approve a budget amendment, allowing the City to move funds in order to purchase automatic license plate readers. After much discussion and public input, including Town Hall Meetings, the budget amendment failed, with a 4 to 3 vote, in November of 2021. This instance highlighted the fact that there was no procurement policy for police surveillance technology.

During the budget discussions in June of 2023, Council Members Wilken and Evans proposed additional language to the budget ordinance that clarified the intended use of approved funds and required Council approval and due public process for the purchase of certain surveillance technologies. That proposed language failed, with a 5 to 2 vote. There was feedback from Council members on how to improve the language, and comments that they would entertain a discussion about surveillance policy in the future.

In response to the proposed budget language, on the June 26, 2023 City Council meeting, Mayor Marlin stated that, “The city of Urbana will not authorize or purchase Automated License Plate Reader (ALPR) technology, without explicit majority approval from the Urbana City Council. While the prior debate and vote on ALPRs centered on a budget amendment to purchase ALPRs, rather than a general policy statement, the council discussion and 4-3 vote defeating the amendment, made the position of the majority of council very clear.”

The attached Ordinance is a product inspired from years of discussion and thought in the Urbana community. The Ordinance is intended to simply codify the understanding by which the City has been operating for years, and define mechanisms public reporting. It has undergone some preliminary reviews, and continued feedback and collaboration is welcomed.

#### *Financial Impact*

There is no expected direct financial impact of this Ordinance.

#### *Additional Information & Resources*

Model Legislation from the Policing Project, New York University School of Law (this is similar to the originally proposed Ordinance):

<https://static1.squarespace.com/static/58a33e881b631bc60d4f8b31/t/5df2acb192c2512f27a73c12/1576185009882/ADAPT+Act.pdf>

General resources on legislation for policing technology from the Policing Project:

<https://www.policingproject.org/policing-technology-model-statutes-and-legislative-resources>

Ordinance on surveillance technology from Boston, MA (these definitions were used for the updated Ordinance):

<https://www.boston.gov/sites/default/files/file/2021/09/Docket%20%230397%20%282%29.pdf>

Boston Police Department 2023 Annual Surveillance Technology Report:

[https://www.boston.gov/sites/default/files/file/2024/07/2023%20City%20of%20Boston%20Annual%20Surveillance%20Reports\\_0.pdf](https://www.boston.gov/sites/default/files/file/2024/07/2023%20City%20of%20Boston%20Annual%20Surveillance%20Reports_0.pdf)

Oakland, CA Ordinance to amend the City Code regarding police surveillance:

<https://cao-94612.s3.us-west-2.amazonaws.com/documents/OMC-9.64-January-2021-005.pdf>

Oakland, CA Privacy Commission – other resources and ordinances:

<https://www.oaklandca.gov/documents/privacy-advisory-board-ordinances-and-resolution>

ACLU Community Control Over Police Surveillance (this is the same group that created the guiding principles that were attached in the packet for the December 16, 2024 Committee of the Whole meeting):

<https://www.aclu.org/community-control-over-police-surveillance#:~:text=The%20proliferation%20in%20local%20police,color%20and%20low%20income%20communities.>

Research on data privacy and communities of color, from the Brookings Institution:

<https://www.brookings.edu/articles/police-surveillance-and-facial-recognition-why-data-privacy-is-an-imperative-for-communities-of-color/>

ACLU article on the use of ALPR data by ICE (US Immigration and Customs Enforcement) to target people who have immigrated to the US, including in Illinois and in “sanctuary cities”:

<https://www.aclu.org/news/immigrants-rights/documents-reveal-ice-using-driver-location-data>

Forbes article on lawsuits over license plate readers:

<https://www.forbes.com/sites/larsdaniel/2024/10/22/warrantless-surveillance-federal-lawsuit-challenges-flock-safety-cameras/>

**Attachments**

1. Mark-up version of Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Surveillance Technology and Databases
2. Clean, updated version of Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Surveillance Technology and Databases
3. Attachment A, Definitions (Ordinance No. 2024-12-042)



## MEMORANDUM TO THE CITY COUNCIL

**Meeting:** January 6, 2025, Committee of the Whole  
**Subject:** Initial Staff Response to Proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases)

### Summary

#### *Action Requested*

Based on the complexity of the implications of proposed Ordinance No. 2024-12-042, staff are requesting that the proposed Ordinance be kept in the Committee of the Whole. In addition, staff request that the scope of the proposed Ordinance be narrowed significantly to address Police Surveillance Technology only.

#### *Brief Background*

At the December 16, 2024, Committee of the Whole, Councilmembers Kolisetty and Wilken introduced proposed Ordinance No. 2024-12-042. There had been no prior consultation with staff related to the specific content of the proposed Ordinance. Inasmuch as the December 16 meeting was on the cusp of the winter holiday break, the Mayor requested time for staff to begin to compose a response and the proposed Ordinance was kept in Committee.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

As currently written, the proposed Ordinance would have a significant impact on the operations of the Urbana Police Department (UPD). There would be direct and indirect implications for nearly every aspect of Police operations, including dispatch (through METCAD), record keeping (partially through METCAD), FOIA responses, emergency response, criminal investigations, general communications, training, cross-jurisdictional cooperation, security planning for large-scale outdoor public events, and staffing.

#### *Strategic Goals & Plans*

The proposed Ordinance does not directly address any of the Mayor/Council Strategic Goals for 2024-2025.

### *Previous Council Actions*

There are no previous Council actions directly related to this Ordinance or this broad subject matter. The memo attached to the proposed Ordinance (no author initially identified) mentions various efforts that have been made over time by the current Council to regulate the use and purchase of police surveillance technology in Urbana on a much narrower scale.

## **Discussion**

### *Additional Background Information*

There are many operational impacts that would result from the proposed Ordinance, which staff are just beginning to examine and assess. As a starting point, we have begun with the factual foundation by identifying what technology and databases would potentially be impacted by this Ordinance. Given the limited availability of staff over the holiday break, we began with a list of databases that are either in use or available for use by the UPD. The list that we have compiled thus far is attached.

The scope of the proposed Ordinance is so broad that myriad other databases potentially implicated have not yet been included in the attached list. These would include databases that are publicly accessible (e.g., LinkedIn, YouTube, etc.) and those that are potentially accessible with a search warrant (e.g., Facebook account information, Google metadata, etc.).

Some information has been provided regarding ordinances that have been implemented in other jurisdictions. These have been represented as being similar in nature to the proposed Ordinance, which draws heavily on input from the American Civil Liberties Union. However, none of the ordinances that we have reviewed thus far is as broad in scope as that proposed here. The ordinances staff has reviewed so far are limited in scope to law enforcement surveillance technology. To date, no similar ordinances have been found from agencies with which UPD most often coordinates, i.e., City of Champaign, University of Illinois, or Champaign County Sheriff's Office.

### *Operations Impact*

Staff is not yet prepared to discuss the full breadth of the operational impacts of this proposed Ordinance, but the impacts would be substantial. As mentioned above, they would include dispatch, record keeping, FOIA, emergency response, criminal investigations, general communications, training, cross-jurisdictional cooperation, security planning for large-scale public events, and staffing. Among the most significant effects would be those aspects of Urbana law enforcement that are performed collaboratively. For example, if some database that is used by METCAD was not authorized for use by UPD, and the METCAD Policy Board and Executive Director would not agree to discontinue using it, Urbana's only recourse would be to stand up its own dispatch system, at great expense both financially and from a regional efficiency and effectiveness standpoint.

A more detailed exploration of the operational impact of this proposed Ordinance will be provided in a future memo.

*Policy or Statutory Impacts*

Clearly there are policy implications related to this proposed Ordinance. More time is needed to explore the full extent of the impacts. Among other things, the draft Ordinance calls into question the extent to which the UPD could maintain the confidentiality of its (and its regional partners') law enforcement practices. Likewise, the confidentiality of law enforcement records that would reveal unique and specialized investigative techniques and are exempt from disclosure under FOIA could be eroded or nullified as a result of this proposed Ordinance, potentially subjecting such sensitive investigatory materials to voluntary public disclosure.

Staff are still researching the extent to which the proposed Ordinance would exercise power that is beyond the purview of the Council.

A more detailed exploration of the policy and statutory impacts of this proposed Ordinance will be provided in a future memo.

*Fiscal and Budget Impact*

UPD and the City are not currently staffed at a level to meet all the requirements of the proposed Ordinance. The staff time it will take even to fully explore the proposed Ordinance itself will be substantial amount, particularly on the part of senior UPD staff and the City's Legal Division.

A more detailed exploration of this topic will be provided in a future memo.

*Community Impact*

We recognize that both the substance and timing of this proposed Ordinance are, in part, motivated by a desire to protect certain individuals in our community who could be made subject to federal law enforcement actions related to their immigration status, their efforts to seek reproductive healthcare, their exercise of first amendment rights, or their status as a member of a protected class. Efforts to address related concerns have recently been taken by the State of Illinois through the adoption of Public Act 103-540, which prohibits the sharing of data collected by Automated License Plate Readers (ALPRs) with other state or local law enforcement agencies for the purpose of enforcing any law 1) interfering with a person's right to reproductive healthcare or 2) allowing for detention or investigation of a person based on immigration status. This new state law is limited to the sharing of ALPR data and does not address or prohibit sharing such data with federal law enforcement agencies, but it could provide something of a model or starting point for addressing concerns articulated in the proposed Ordinance in this community.

*Recommendation*

Staff recommend that this item be kept in the Committee of the Whole. There is a tremendous amount of complexity to explore as a result of this proposal. Staff needs time to develop the various topic areas listed above in order to advise Council and the public regarding consequences, both intended and unintended.

We also request that the scope of the proposed Ordinance be narrowed. So far, the Ordinances that have been shared with staff appear to be focused on police surveillance technology and the data it generates. Narrowing the scope of the Ordinance in that way would focus everyone's attention and efforts on the most sensitive area for the community impacts of concern.

At this early stage of the discussion, it would be beneficial for staff to hear a discussion by Council of their distinction between the law enforcement roles of investigating crimes, providing surveillance, and the overlap between the two. Staff's operating assumption is that one of UPD's roles in the community will continue to be to solve crimes. If so, the restrictions proposed by this Ordinance need to be weighed against that expectation.

#### *Next Steps*

Staff will continue to develop responses in the areas outlined above. It is not possible to fully explore all the impacts of the proposed Ordinance by the next Committee of the Whole on January 20, 2025. However, staff will focus on providing a list of technology tools that would be impacted by the proposed Ordinance. In addition, we will continue to review the ordinances that have been implemented in other jurisdictions to understand their scope and staffing requirements. Summaries of the ordinances reviewed by staff will be provided to Council.

#### **Attachments**

List of Law Enforcement Databases

Originated by: Carol Mitten, City Administrator  
 Reviewed: Dave Smysor, Deputy Police Chief  
               Matt Roeschley, City Attorney  
 Approved: Diane Wolfe Marlin, Mayor

Name of Database	Owner of Database	Purpose of Database
ASEANAPOL Database	ASEANAPOL	Enhances collaboration and intelligence sharing among ASEAN law enforcement agencies.
NIBIN (National Integrated Ballistic Information Network)	ATF (Bureau of Alcohol, Tobacco, Firearms and Explosives)	Links ballistic evidence from crime scenes to specific firearms and suspects.
ATF E-Trace	Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)	Web-based firearms tracing system aiding law enforcement in tracking the history of firearms recovered from crime scenes.
TikTok	ByteDance	Monitors trends and public videos for evidence of crimes or disturbances.
Carfax for Police	Carfax, Inc.	Provides accident and vehicle history reports to support investigations involving vehicles.
Champaign County Warrants Database	Champaign County Sheriff's Office	Tracks outstanding warrants within Champaign County.
Cook County Integrated Criminal Justice Information System	Cook County Government	Integrates criminal justice data across Cook County for better case management.
Dataminr	Dataminr, Inc.	Analyzes social media and public data for real-time alerts on potential threats or public safety concerns.
EPIC (El Paso Intelligence Center)	DEA (Drug Enforcement Administration)	Provides tactical intelligence support for federal, state, and local law enforcement agencies, focusing on drug-related criminal activities and border security.
NADDIS (Narcotics and Dangerous Drugs Information System)	DEA (Drug Enforcement Administration)	Contains drug-related intelligence, including suspect profiles, drug trafficking organizations, and case reports.
ARCOS (Automation of Reports and Consolidated Orders System)	DEA (Drug Enforcement Administration)	Tracks controlled substances from manufacture to distribution, aiding in identifying and preventing diversion into illegal channels.
TECS (Treasury Enforcement Communications System)	DHS (Department of Homeland Security)	Tracks travelers entering and leaving the U.S., monitors customs enforcement, and supports border security.
IDENT (Automated Biometric Identification System)	DHS (Department of Homeland Security)	Stores biometric data, including fingerprints and facial recognition, for identifying individuals entering or exiting the U.S.
SEVIS (Student and Exchange Visitor Information System)	DHS (Department of Homeland Security)	Monitors international students and exchange visitors in the U.S., ensuring compliance with immigration policies.
HSIN (Homeland Security Information Network)	DHS (Department of Homeland Security)	Provides a secure platform for sharing sensitive information between federal, state, and local law enforcement agencies.
ATS (Automated Targeting System)	DHS (Department of Homeland Security)	Analyzes data to identify high-risk cargo, travelers, and conveyances entering the U.S.
DuckDuckGo	DuckDuckGo, Inc.	Provides anonymous searches for investigators gathering OSINT.
DepartmentWare	Envisage Technologies	A personnel management software designed for law enforcement agencies to track certifications, training, and compliance for officers, as well as sharing information between officers and departments.
Schengen Information System (SIS)	European Union	Facilitates information exchange on persons and property across Schengen member states.
Europol Information System (EIS)	Europol	Supports EU law enforcement agencies with data on serious crimes and terrorism.
NCIC (National Crime Information Center)	FBI	Provides information on wanted persons, stolen vehicles, and criminal history records.
CODIS (Combined DNA Index System)	FBI	Enables the matching of DNA profiles to aid in solving crimes.
CJIS (Criminal Justice Information Services)	FBI	Supports a variety of criminal justice services, including fingerprints and criminal background checks.
N-DEx (National Data Exchange)	FBI	Facilitates the sharing of criminal justice data among local, state, and federal agencies.
IAFIS (Integrated Automated Fingerprint Identification System)	FBI	Provides automated fingerprint search capabilities and electronic image storage.
NIBRS (National Incident-Based Reporting System)	FBI	Collects detailed data on each single crime occurrence to provide comprehensive crime statistics.
UCR (Uniform Crime Reporting Program)	FBI	Compiles official data on crime in the United States for law enforcement management.
ViCAP (Violent Criminal Apprehension Program)	FBI	Maintains a nationwide database to collect, analyze, and correlate information on violent crimes such as homicides, sexual assaults, and missing persons, assisting in linking crimes that may cross jurisdictional boundaries.

Geofeedia	Geofeedia, Inc.	Provides location-based social media monitoring to track real-time activity.
YouTube	Google LLC	Monitors uploaded videos for evidence or public safety threats.
Google	Google LLC	Used for OSINT, locating suspects or witnesses, and verifying identities.
ICJIA Data Portal (Illinois Criminal Justice Information Authority)	Illinois Criminal Justice Information Authority (ICJIA)	Offers a wide range of criminal justice data, including crime trends, victimization, and arrest statistics, for use in planning and policy-making.
Illinois Department of Corrections Inmate Search	Illinois Department of Corrections	Provides information on incarcerated individuals within the Illinois prison system.
I-UCR (Illinois Uniform Crime Reporting System)	Illinois State Police	Collects and reports crime statistics for the state of Illinois, helping agencies track crime trends and meet federal reporting requirements.
Illinois Automated Victim Notification System (AVN)	Illinois State Police	Notifies victims and concerned individuals about changes in the custody status of offenders.
Illinois Sex Offender Registry	Illinois State Police	Provides a publicly accessible registry of convicted sex offenders in Illinois, supporting public awareness and investigative efforts.
Concealed Carry License Database	Illinois State Police	Tracks individuals licensed to carry concealed firearms within the state.
Illinois Statewide Terrorism and Intelligence Center (STIC)	Illinois State Police	Serves as a fusion center for sharing intelligence and information related to terrorism and other criminal activities.
Illinois Amber Alert System	Illinois State Police	Facilitates rapid dissemination of alerts for abducted children.
Illinois eCitation Program	Illinois State Police	Streamlines the citation process for traffic and ordinance violations in Illinois.
Wayback Machine (Internet Archive)	Internet Archive	Views historical versions of websites, tracking changes to online content.
Interpol I-24/7	Interpol	Provides secure global police communication and access to databases on criminals and stolen property.
LexisNexis Accurint	LexisNexis Risk Solutions	Provides powerful investigative tools for locating individuals, verifying identities, and uncovering relationships between people, businesses, and assets.
LinkedIn	LinkedIn Corporation (Microsoft)	Used for investigations into professional networks, particularly for white-collar crimes or fraud.
Facebook	Meta Platforms, Inc.	Used for reviewing public posts, groups, and messages to gather information on suspects, victims, or ongoing incidents.
Instagram	Meta Platforms, Inc.	Analyzes images and videos to gather evidence and monitor public accounts.
CrowdTangle	Meta Platforms, Inc.	Tracks content performance and trends to identify patterns relevant to investigations.
Bing	Microsoft Corporation	Used to search for public records, news articles, and OSINT.
NamUs (National Missing and Unidentified Persons System)	National Institute of Justice (NIJ)	Serves as a national repository and resource center for missing persons and unidentified decedent records.
NICB (National Insurance Crime Bureau)	National Insurance Crime Bureau (Private Organization)	Provides tools and resources to combat insurance fraud and vehicle theft, including the VINCheck system for identifying stolen vehicles.
Pipl	Pipl, Inc.	Provides detailed profiles, including public records, contact information, and social media links.
Platelogix	Private Company	Aggregates data from license plate readers (LPRs) to assist in investigations involving vehicle movements.
Social Media Analysis Tools (e.g., X1 Social Discovery)	Private Vendors	Offers tools for collecting and analyzing data from social media platforms to assist with investigations.
Shodan	Shodan, LLC	Searches for devices connected to the internet, such as security cameras or IoT devices.
LEADS (Law Enforcement Agencies Data System)	State of Illinois	Provides Illinois law enforcement agencies with access to criminal justice data.
LEADS (Law Enforcement Agencies Data System)	State of Illinois	Provides Illinois law enforcement agencies with access to statewide criminal justice data, including driver's licenses, vehicle registrations, and wanted persons.
CLEAR by Thomson Reuters	Thomson Reuters	Offers comprehensive data analytics and investigative tools for background checks, locating individuals, and asset identification.

TLOxp by TransUnion	TransUnion	Offers investigative data for law enforcement to locate individuals, track criminal activities, and conduct risk assessments.
IDicore	TransUnion	Offers advanced data fusion and analytics tools to locate individuals, investigate fraud, and perform due diligence. Provides comprehensive reports on people, businesses, assets, and affiliations.
Lost and Stolen Passport Database	U.S. Department of State	Tracks passports reported as lost or stolen to prevent their misuse for travel or fraud.
IVLP (International Visitor Leadership Program Database)	U.S. Department of State	Tracks participants in State Department exchange programs, supporting public diplomacy and security efforts.
SMART (State Messaging and Archive Retrieval Toolset)	U.S. Department of State	Maintains records of diplomatic cables and communications, supporting investigations related to international incidents.
CA-PPT (Consular Affairs Passport Database)	U.S. Department of State (Bureau of Consular Affairs)	Stores passport information for U.S. citizens, including application data, issuance records, and passport status. Used to investigate fraudulent passports and verify identities.
CCD (Consular Consolidated Database)	U.S. Department of State (Bureau of Consular Affairs)	A repository for visa and consular records, including information on foreign nationals applying for visas. Used for identity verification, fraud detection, and screening.
TIPOFF Terrorist Watchlist Database	U.S. Department of State (Bureau of Intelligence and Research)	Maintains records on known or suspected terrorists. Used to support screening efforts for visa applications and international travel.
UNODC SHERLOC	United Nations Office on Drugs and Crime (UNODC)	Provides a platform for sharing information on organized crime, including case law and legislation.
OffenderWatch	Watch Systems, LLC	A comprehensive sex offender registry management system used by law enforcement to track, manage, and share information about registered sex offenders.
Twitter	X Corp. (formerly Twitter, Inc.)	Monitors public tweets for potential threats, criminal activity, and real-time updates.
X1 Social Discovery	X1 Discovery, Inc.	Collects and preserves data from social media for evidence collection and investigations.
Yahoo Search	Yahoo Inc.	Used for locating public information, historical articles, and more.



## MEMORANDUM TO THE CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole  
**Subject:** Supplemental Staff Response to Proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases)

### Summary

This memo is provided as a supplement to the Initial Staff Response to Proposed Ordinance No. 2024-12-042, which was scheduled to be considered at the January 6, 2025 Committee of the Whole.

### Discussion

#### *Additional Background Information*

Staff have prepared additional background information related to the proposed Ordinance.

The following is a list of technology owned by the Urbana Police Department (UPD) that is capable of being used for surveillance. It should be noted that this list reflects what would be included as “surveillance technology” under the definition in the proposed Ordinance. UPD does not use any of these items for surveillance. Particularly in the case of body-worn cameras (BWCs) and squad car cameras, these are used primarily as police accountability tools.

The technology items are listed in two categories: law enforcement-specific technology and technology available to the general public.

#### Law Enforcement-Specific Technology

- Motorola V700 BWCs (60) – the current set of BWCs is the replacement for the original set that was purchased about five years ago. The use of BWCs by the UPD is required by State law.
- Motorola M500 Squad Car Cameras (15) – purchased at the same time as the current BWCs. These are not required by State law, but are a long-standing best practice.
- SIMSI – SIMSI is a data analytics tool that identifies spatial patterns of human behavior (aggregated not individuals). The purpose of this software is for a one-year pilot to assist with the efficient placement of officers based on existing patterns of potential problems. It is like a more granular and sophisticated set of heat maps.

#### Publicly Available Technology

- Security cameras at 610 Glover (3) – there are two interior cameras and one exterior camera. These cameras provide protection to the Police Department’s evidence storage. One Lieutenant has real-time access to these cameras.
- “Spy” pens (2) – these pens have audio recording capability only. They were purchased to assist the Police officers who were investigating a spying allegation against a School District employee several years ago. These have never been used.
- Mini camera (1) – a camera about the size of a deck of cards. Not in use.
- Trail camera (1) – not in use.
- Night vision monocular – very old; not in use.
- Key fob camera – this is a camera that is made to look like a vehicle key fob. Very old; not in use.
- FLIR Scout III monocular – this is a thermal viewer for night vision. This version has been discontinued by the manufacturer. The City’s monocular is very old and not in use.
- Blink cameras (10-15) – some of these cameras were purchased and some were donated for distribution to members of the community. They are not used by the Police Department.

*Recommendation*

Staff’s recommendation is for the City Council to provide guidance as to any narrowing of the scope of the proposed Ordinance that they would support in order for staff to focus their efforts on further responding to the proposal.

Originated by: Dave Smysor, Deputy Police Chief

Reviewed: Larry Boone, Chief of Police  
 Carol Mitten, City Administrator  
 Matt Roeschley, City Attorney

Approved: Diane Wolfe Marlin, Mayor



## MEMORANDUM TO THE CITY COUNCIL

**Meeting:** February 3, 2025 Committee of the Whole  
**Subject:** Supplemental Staff Response to Proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases)

### Summary

This memo is provided as a second supplement to the Initial Staff Responses to Proposed Ordinance No. 2024-12-042.

### Discussion

#### *Additional Background Information*

Following the introduction of proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases) on December 16, 2024, City staff have undertaken to analyze and better understand the potential impact of the proposal. Part of that work has entailed the identification of current technologies used by the Urbana Police Department that would be subject to the processes and procedures outlined in the proposed ordinance. Another component of the work done by City staff to understand the proposal has been to review similar or related ordinances adopted by other communities across the United States for the purpose of gathering information concerning their scope, application, procedural components, and other content in order to better inform public discussion about proposed Ordinance No. 2024-12-042.

Staff have reviewed similar ordinances or administrative policies adopted by the following communities:

- Boston, MA
- Berkeley, CA
- Cambridge, MA
- Davis, CA
- Grand Rapids, MI
- Lawrence, MA
- Madison, WI
- Nashville, TN
- New York, NY
- Oakland, CA

- Palo Alto, PA
- San Francisco, PA
- San Francisco Bay Area Rapid Transit District
- Santa Clara County, CA
- Seattle, WA
- Somerville, MA
- Yellow Springs, OH

A document containing additional information about each of the above communities and their respective ordinances and regulations is attached to this memorandum as Attachment 1. This document is a spreadsheet containing relevant information culled from each community's ordinance, as well as additional information about each community for context. The information from the respective ordinances is summarized and discussed in this memorandum.

### Surveillance Technology

One point of emphasis in the review of other ordinances was to ascertain the types of technology they encompass and regulate. A common aspect among the overwhelming majority of the ordinances and policies reviewed was that their scope was limited to or focused on “surveillance technology.” “Surveillance technology” also seems to be defined very similarly across communities, with far more parallels than variations.

Definitions of “surveillance technology” typically contemplate the regulation of tools, systems, and devices used to monitor, collect, or analyze information about individuals or groups. Below are common elements and examples found in local definitions:

### Common Features of “Surveillance Technology”

- **Technology Used for Monitoring:** Many definitions include technologies designed to monitor individuals or their activities, whether in public or private spaces.
- **Data Collection and Processing:** Includes systems that collect, store, and analyze data such as images, audio, or biometric information.
- **Intent and Purpose:** Definitions often specify the intended use of surveillance technology, such as crime prevention, public safety, or general monitoring.
- **Broad or Specific Scopes:** Some ordinances use broad terms to encompass all monitoring tools, while most others contain lists of specific technologies subject to the ordinance.

### Examples from Other Local Ordinances

#### **San Francisco, CA**

- Defines “surveillance technology” as “any software, electronic device, system, or tool used, designed, or primarily intended to collect, retain, process, or share audio, electronic, visual, location, thermal, biometric, olfactory, or similar information on individuals.”

- Explicitly excludes common office equipment (e.g., printers, telephones) unless used for surveillance purposes.

### **Oakland, CA**

- Similar to San Francisco but emphasizes technologies “capable of monitoring and identifying individuals” and includes tools like license plate readers, drones, and facial recognition software.

### **Seattle, WA**

- Defines surveillance technologies as “any electronic device, software program, or hosted software solution that is designed to monitor, track, or analyze behavior or data about identifiable individuals or groups.”
- Excludes everyday technology such as body cameras unless used in conjunction with surveillance systems.

### **Somerville, MA**

- Broadly includes “technologies that collect, analyze, or process personal or location information,” with a specific ban on facial recognition technology.

### Specific Technologies

Specific technologies commonly included in “Surveillance Technology” ordinances include the following examples:

- Facial recognition systems
- Automated license plate readers (ALPRs)
- Video and audio recording devices
- Biometric tracking systems (e.g., iris or fingerprint scanners)
- GPS tracking systems
- Drones or unmanned aerial systems
- Social media monitoring tools

### Common Exclusions

Most ordinances explicitly exclude technologies not used for surveillance purposes, including the following:

- Standard office equipment
- Parking ticket systems
- 911 dispatch systems
- Personal communication devices (e.g., phones) unless configured for surveillance

### Other Common Elements Among “Surveillance Technology” Ordinances and Regulations

- Approval by a city council or elected governing body prior to purchase, acquisition, or agreement to such technology.
- Some larger cities have a two-step approval process that includes prior approval by an appointed committee or board prior to review and approval by the governing body.
- “Surveillance Use Policy.” Nearly every ordinance reviewed calls for the adoption of a “surveillance use policy” governing and setting forth the parameters and protocols for using such technologies.
- Annual reporting on use of “surveillance technology” following approval.
- About half of all ordinances and regulations reviewed require public hearings as part of the approval process in front of the elected body. Others contemplate approval via resolution or as part of the budget approval process.
- Most ordinances contain exceptions to the approval requirement for exigent or emergent circumstances involving law enforcement investigations that necessitate the temporary use of specific technologies that might otherwise fall within the scope of the ordinance.
- Nearly half of the ordinances reviewed contain outright prohibitions on the use of facial recognition technology.
- Finally, approximately half of the ordinances reviewed apply specifically to police departments or law enforcement applications, while the other half apply more broadly to any departments of the organization that utilize applicable technology.

#### *Recommendation*

Staff’s recommendation is for the City Council to provide guidance as to any narrowing of the scope of the proposed Ordinance that they would support in order for staff to focus their efforts on further responding to the proposal.

Originated by: Matt Roeschley

Reviewed: Carol Mitten, City Administrator

Approved: Diane Wolfe Marlin, Mayor



CAMPAIGN ZERO



FIGHT FOR THE FUTURE



DEMAND PROGRESS



National Network for Arab American Communities



MILLIONHOODIES MOVEMENT FOR JUSTICE



**Community Control Over Police Surveillance – Guiding Principles**

*The Community Control Over Police Surveillance effort, including the legislation being sponsored in connection with it, is guided by the below principles. Legislation may vary from city to city to reflect local concerns and circumstances.*

**Surveillance technologies should not be funded, acquired, or used without express city council approval:** Surveillance technologies should not be funded, acquired or used without the knowledge of the public and the approval of their elected representatives on the city council. Agencies seeking to use a previously acquired surveillance technology in a new manner must also receive specific city council approval of the new use(s).

**Local communities should play a significant and meaningful role in determining if and how surveillance technologies are funded, acquired, or used:** When used indiscriminately, surveillance technologies create oppressive, stigmatizing environments, especially for communities that are disproportionately targeted by their use, such as communities of color, low income communities, and politically active communities. Rather than allowing the police to unilaterally decide if and how surveillance technologies may be acquired and used, we believe local communities and their elected officials should be empowered to make those determinations.

**The process for considering the use of surveillance technologies should be transparent and well-informed:** The city council should not approve the funding (including submitting applications), acquisition, or deployment of any surveillance technologies without holding a public hearing. To facilitate a well-informed public debate, far in advance of the hearing, the police or other agency seeking to use the surveillance technology shall publically report on, among other things, the technology to be acquired, its capabilities, how precisely it would be used, how its data would be preserved and protected, its acquisition and operational costs, and how potential adverse impacts on civil rights and civil liberties will be prevented.

**The use of surveillance technologies should not be approved generally; approvals, if provided, should be for specific technologies and specific, limited uses:** Prior to the public hearing, the police or other agency seeking to acquire and/or use a surveillance technology must identify the technology and its proposed uses with specificity, so they can be debated with specificity. It should be unlawful for the police or any other agency to use a

surveillance technology that has not been expressly approved, or to deploy an approved surveillance technology in a manner that has not been expressly and precisely approved.

**Surveillance technologies should not be funded, acquired, or used without addressing their potential impact on civil rights and civil liberties:** Historically, government surveillance has had a significant, detrimental impact on civil rights and civil liberties, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution. In recognition of this fact, prior to holding a public hearing, the police or other agency seeking to fund, acquire, or use a surveillance technology should expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts.

**Surveillance technologies should not be funded, acquired, or used without considering their financial impact:** Prior to holding a public hearing, the police or other agency seeking to fund, acquire, and/or use a surveillance technology should provide information on the surveillance technology’s financial benefits and costs, including its acquisition and annual operational costs.

**To verify legal compliance, surveillance technology use and deployment data should be reported publically on an annual basis:** A public approval process for the acquisition and use of surveillance technology will be of limited value unless the city council and public can verify the legal requirements pertaining to its use, including those regarding the protection of civil rights and civil liberties, have been adhered to. Annual reporting requirements will empower the city council and public to monitor the use and deployment of approved surveillance technologies.

**City council approval should be required for all surveillance technologies and uses; there should be no “grandfathering” for technologies currently in use:** The same public approval process for the acquisition and use of new surveillance technologies should be applied to surveillance technologies that are currently in use. Any technologies and existing uses that are not expressly approved pursuant to a transparent, community-focused process should have to be discontinued.

Community	Population	Form of Govt	Form of Regulation / Year Adopted	Scope and Common Procedural Components	Temp Exception for - Exigencies or Emergencies?	Exception for Technical Patch/Updates to Existing/Approved Software?	Facial Recognition Prohibition?	Compliance Approval for Technology Already in Use?	Scope	Required Approvals	Public Hearing Requirement?
<a href="#">Boston</a>	700,000	Mayor / Council	Ordinance / 2021	"surveillance technology" "surveillance use policy" "annual surveillance report" "	Yes	Yes	No	No	All city departments	City Council - cost/benefit test	No
<a href="#">Berkeley</a>	125,000	Council / Manager	Ordinance / 2018	Prior authorization; "surveillance technology"; "surveillance use policy"; anything new - purchase, use, agreement to use, other acquisition; ongoing annual reporting	Yes	No	Yes	Yes	All city departments	Police Review Commission re: use policy; City Council re: technology; Council cost/benefit test	No
<a href="#">Cambridge</a>	115,000	Council / Manager	Ordinance / 2018	"surveillance technology"; "annual surveillance report"; "surveillance use policy"	Yes	Yes	Yes	Yes	All city departments	City Council - cost/benefit test	Yes (required for passage of all ordinances)
<a href="#">Davis</a>	70,000	Council / Manager	Ordinance / 2018	"surveillance technology"; "annual surveillance report"; "surveillance use policy"	Yes	No	No	Yes	All city departments	City Council - cost/benefit test	Yes
<a href="#">Grand Rapids</a>	200,000	City Manager/Commission	A.P. 2015; rev 2022	"surveillance equipment"	Yes	No	No	No	All city departments	City Commission - best interests test	Yes
<a href="#">Lawrence</a>	100,000	Council / Manager	Ordinance / 2018	"surveillance technology" "surveillance use policy" "annual surveillance report"	Yes	No	No	Yes - approval of pre-existing uses	All city departments	City Council - cost/benefit test	Yes
<a href="#">Madison</a>	270,000	Mayor / Alder	Ordinance / 2020	"surveillance technology" "annual surveillance technology report"	Yes	Yes	Yes	Only if change in use of existing tech	All city departments	City Council - cost/benefit test	No - Budget request or resolution
<a href="#">Nashville</a>	715,000	Mayor / Council	Ordinance / 2017; amend 2023	"deployment of surveillance technology in public rights-of-way" "surveillance technology"	*Exception for temporary use in police investigations	No	No	No	Only for LPRs and R-O-W sensors	City Council - cost/benefit test	Yes
<a href="#">NYC</a>	8,400,000	Commission	Ordinance / 2020	"surveillance impact and use policy"	No	No	No	Yes	Police	Police Commissioner	No
<a href="#">Oakland</a>	430,000	Mayor / Council	Ordinance / 2021	"surveillance technology" "annual surveillance report" "surveillance use policy" "surveillance impact report"	Yes	No	No; but prohibits Biometric Surveillance	Yes	Police	Privacy Advisory Commission; City Council - cost/benefit test	No
<a href="#">Palo Alto</a>	70,000	Council / Manager	A.P. 2018; rev 2020	"surveillance technology" "surveillance use policy" "annual surveillance report"	No	No	No	No	Police	City Council - cost/benefit test	No
<a href="#">San Francisco</a>	810,000	Mayor/Council	Ordinance / 2019	"annual surveillance report" "surveillance impact report" "surveillance technology" "surveillance technology policy"	Yes	No	Yes	Yes	Police	Board of Supervisors	Yes
<a href="#">S.F. Bay Area Rapid Transit</a>	7,700,000	Board of Directors	Ordinance / 2018	"surveillance technology" "surveillance annual report" "surveillance use policy" "surveillance impact report"	Yes	No	No	Yes	Entire organization	Board of Directors - cost/benefit test	Yes
<a href="#">Santa Clara County</a>	1,900,000	Board of Trustees	Ordinance / 2016	surveillance technology "surveillance annual report" "surveillance use policy" "surveillance impact report"	Yes	No	No	Yes	All county departments	Board of Trustees - cost/benefit test	No
<a href="#">Seattle</a>	770,000	Mayor / Council	Ordinance / 2017; rev 2018	surveillance technology "surveillance annual report" "surveillance use policy" "surveillance impact report"	Yes	Yes	No	No	All city departments	City Council	No
<a href="#">Somerville</a>	85,000	Mayor / Council	Ordinance / 2019	surveillance technology "surveillance annual report" "surveillance use policy" "surveillance impact report"	Yes	Yes	Yes (different ordinance)	No	Police	City Council	No
<a href="#">Yellow Springs</a>	3,500	Council / Manager	Ordinance / 2018	surveillance technology "surveillance annual report" "surveillance use policy" "surveillance impact report"	Yes	No	No	Yes	All village departments	Village Council - cost/benefit test	Yes (required for passage of all ordinances)