
DATE: Monday, October 10, 2022
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 09-12-2022 Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Unfinished Business
- G. Reports of Standing Committees
- H. Committee of the Whole (*Council Member Chaundra Bishop, Ward 5*)
 - 1. Consent Agenda
 - a. **Resolution No. 2022-10-075R:** A Resolution Authorizing Acceptance of the Assistance to Firefighters Grant (AFG) - Fire
 - b. **Resolution No. 2022-10-077R:** A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement with Visit Champaign County for Fiscal Year 2022-2023 - CD
 - c. **Resolution No. 2022-10-080R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County for the Provision of Environmental Review Services - CD
 - d. **Resolution No. 2022-10-081R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement With the Housing Authority of Champaign County Regarding Redevelopment of Lierman and Washington Ave Site - CD
 - 2. Regular Agenda
 - a. **Ordinance No. 2022-10-040:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #3 - Omnibus) - HRF

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

- b. Resolution No. 2022-10-078R:** A Resolution Approving and Authorizing the Execution of an Economic Development Agreement with Champaign County Black Chamber of Commerce for Fiscal Year 2022-23 - CD
- c. Resolution No. 2022-10-076R:** A Resolution Approving and Authorizing the Execution of an Economic Development Agreement with Champaign County Economic Development Corporation for Fiscal Year 2022-23 - CD
- d. Resolution No. 2022-10-079R:** A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022/2023 - CD

I. Reports of Special Committees

J. Reports of Officers

K. New Business

- 1. Ordinance No. 2022-10-041:** An Ordinance Approving a Major Variance (Crispin Auto Sales and Exports Freestanding Sign at 1010 Cunningham Avenue / ZBA-2022-MAJ-06) - CD

L. Closed Session: Personnel Issues, Pursuant to 5 ILCS 120/2 (c) (1)

M. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

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

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



Urbana Fire Department

400 South Vine Street
 Urbana, Illinois 61801
 (217) 384-2420 - Phone
 (217) 384-2449 - Fax

Memorandum

DATE: SEPTEMBER 22, 2022
TO: MAYOR DIANE MARLIN AND CITY COUNCIL MEMBERS

FROM: FIRE CHIEF DEMOND DADE
RE: A RESOLUTION AUTHORIZING THE
 ACCEPTANCE OF THE ASSISTANCE TO
 FIREFIGHTERS GRANT PROGRAM

Introduction and Background

On 8/24/2022, the United States Department of Homeland Security, through the Federal Emergency Management Agency (FEMA), awarded the Urbana Fire Department \$98,181.81 in federal funding for training purposes. The Assistance to Firefighters Grant (AFG) program requires approved entities to contribute non-federal funds equal to or greater than 10% of the federal funds awarded. The Urbana Fire Department submitted a total budget of \$108,000 so the department's share will be \$9,818.19 for a total of \$108,000.

The purpose of the Assistance to Firefighters Grant Program (AFG) is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. This submission has an approved scope of work to help provide funds and reimbursement for training purposes.

Discussion

While the grant fund has already been awarded to the City, it is necessary to adopt a Resolution signifying formal acceptance by the City Council and outlining the terms under which the funds were provided.

Financial Impact

These funds will help reimburse expenses the Fire Department has incurred and future expenses we are anticipating relating to training.

Options

1. Approve the Resolution.
2. Approve the Resolution with changes.

3. Do not approve the Resolution.

Recommendation

I recommend that the City Council approve the Resolution authorizing the acceptance of the Assistance to Firefighters Grant Program.

Attachments: Proposed Resolution
FEMA Award Letter

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, UNITED STATES DEPARTMENT OF HOMELAND SECURITY

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 Fire Department is committed to protecting the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the City of Urbana Fire Department has applied to the Federal Emergency Management Agency, United States Department of Homeland Security, for a grant to assist with these efforts; and

WHEREAS, the Federal Emergency Management Agency, United States Department of Homeland Security has approved a \$98,181.81 grant for the city; and

WHEREAS, said grant will be used to reimburse the City of Urbana for expenditures related to training and requires the city to contribute non-Federal funds equal to or greater than 10% of the total award amount; and

WHEREAS, the City Council, after due consideration, finds that the acceptance of the grant, promotes the fiscal welfare of the City, is in the best interests of the residents of the City, and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The City of Urbana, Illinois, hereby accepts the Assistance to Firefighters Grant Program (AFG) from the Federal Emergency Management Agency, United States Department of Homeland Security in the amount of \$98,181.81.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said agreement and all other documents necessary for the City to accept such grant as so authorized and approved for on and behalf of the City of Urbana, Illinois.

Section 3.

From and after the execution and delivery of such agreement, the Fire Chief, or his designee, is hereby authorized and directed to perform all acts necessary on behalf of the City of Urbana to carry out the purpose and intent of this Resolution.

PASSED BY THE CITY COUNCIL this ____ day of October, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of October, 2022.

Diane Wolfe Marlin, Mayor

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/24/2022



Michael Phillips
URBANA EXECUTIVE DEPARTMENT, CITY OF
400 S VINE ST
URBANA, IL 61801

EMW-2021-FG-03843

Dear Michael Phillips,

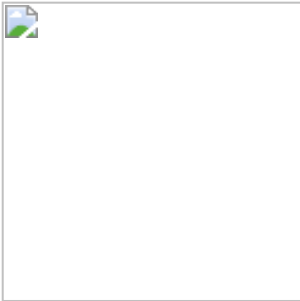
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$98,181.81 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$9,818.19 for a total approved budget of \$108,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: URBANA EXECUTIVE DEPARTMENT, CITY OF
UEI-EFT: S9V6SD6918H7
DUNS number: 111969957
Award number: EMW-2021-FG-03843

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$108,000.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$98,181.81
Non-federal	\$9,818.19
Total	\$108,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Training

EMT (Advanced, Paramedic, Community Paramedic)		
DESCRIPTION Illinois Department of Health EMT-Basic & Advanced Certification		
QUANTITY	UNIT PRICE	TOTAL
10	\$2,100.00	\$21,000.00
BUDGET CLASS Contractual		

Firefighter I		
DESCRIPTION Entry-Level Firefighter I Training Curriculum for new hires		
QUANTITY	UNIT PRICE	TOTAL
10	\$5,100.00	\$51,000.00
BUDGET CLASS Contractual		

Firefighter II		
DESCRIPTION NFPA 1001 Firefighter II (Advanced Firefighter) certification training		
QUANTITY	UNIT PRICE	TOTAL
10	\$1,000.00	\$10,000.00
BUDGET CLASS Contractual		
CHANGE FROM APPLICATION Budget class from Equipment to Contractual		
JUSTIFICATION This award reflects a change in budget class from Equipment to Contractual.		

Haz-Mat		
DESCRIPTION Hazardous Materials Operations level training (NFPA 472) - this is a pre-requisite for the Firefighter I curriculum		
QUANTITY	UNIT PRICE	TOTAL
10	\$750.00	\$7,500.00
BUDGET CLASS Contractual		

Driver/Operator		
DESCRIPTION		
Fire Apparatus Operator Training for new Recruits - this will include Pump operations so that cadets have a full understanding of the dynamics of water flow		
QUANTITY	UNIT PRICE	TOTAL
10	\$650.00	\$6,500.00
BUDGET CLASS		
Contractual		

Rescue		
DESCRIPTION		
Vehicle/Machinery Rescue Operations Training		
QUANTITY	UNIT PRICE	TOTAL
10	\$1,200.00	\$12,000.00
BUDGET CLASS		
Contractual		

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: URBANA EXECUTIVE DEPARTMENT, CITY OF
UEI-EFT: S9V6SD6918H7
DUNS number: 111969957
Award number: EMW-2021-FG-03843

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

Article 10	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
Article 11	<p>Debarment and Suspension</p> <p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 12	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 13	<p>Duplication of Benefits</p> <p>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>
Article 14	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>

Article 15	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
Article 16	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)</p>
Article 17	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
Article 18	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
Article 19	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
Article 20	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>

Article 21	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019</p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 22	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 23	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
Article 24	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

<p>Article 25</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p>Article 26</p>	<p>Non-Supplanting Requirement</p> <p>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p>Article 27</p>	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p>Article 28</p>	<p>Patents and Intellectual Property Rights</p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p>Article 29</p>	<p>Procurement of Recovered Materials</p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>

Article 30	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
Article 31	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 32	<p>Reporting Subawards and Executive Compensation</p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 33	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p> <p>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable</p>

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	<p>Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.</p>
Article 36	<p>Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.</p>
Article 37	<p>Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.</p>
Article 38	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
Article 39	<p>Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
Article 40	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>

Article 41 Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 42 Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43 Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

<p>Article 44</p>	<p>Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.</p>
<p>Article 45</p>	<p>Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
<p>Article 46</p>	<p>Indirect Cost Rate 2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
<p>Article 47</p>	<p>Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.</p>

Obligating document

1. Agreement No. EMW-2021-FG-03843	2. Amendment No. N/A	3. Recipient No. 376000524	4. Type of Action AWARD	5. Control No. WX00671N2022T
6. Recipient Name and Address URBANA EXECUTIVE DEPARTMENT, CITY OF 400 S VINE ST URBANA, IL 61801		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742
9. Name of Recipient Project Officer Michael Phillips		9a. Phone No. 2173842445	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program	10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 08/24/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/31/2022 to 08/30/2024 Budget Period 08/31/2022 to 08/30/2024

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$98,181.81	\$98,181.81	\$9,818.19
Totals			\$0.00	\$98,181.81	\$98,181.81	\$9,818.19
b. To describe changes other than funding data or financial changes, attach schedule and check here:						
N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)						
This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	
PAMELA WILLIAMS, Assistant Administrator, Grant Programs					08/24/2022	



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Darius L. White, Economic Development Coordinator

DATE: September 29, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY PARTNERSHIP AGREEMENT (Visit Champaign County, Fiscal Year 2022-2023)**

Introduction

Pursuant to the City Council's inclusion of funding for Visit Champaign County (VCC) in the proposed budget for Fiscal Year 2022-2023, staff has prepared an agreement for the provision of marketing and community support services by Visit Champaign County for the benefit of the City's tourism industry. The proposed agreement follows the format of the Fiscal Year 2021-2022 agreement approved by City Council on October 14, 2021. The City Council is asked to consider a resolution adopting a one-year Community Partnership Agreement for funding VCC. This proposed agreement covers activities in this fiscal year, from July 1, 2022, to June 30, 2023. The total amount proposed for VCC in this fiscal year's budget is \$15,000, which is the amount shown in the City's approved Fiscal Year 23 budget.

VCC has worked as the official destination management organization to promote Champaign County as a place to visit, work and live since its founding in 1982. During this time, the organization has sought to undertake activities that benefit Champaign County businesses and the local economy. VCC's activities have included attracting and assisting in the organization of major sport events, conferences, and meetings; talent recruitment; producing and distributing the annual Experience Guide; maintaining an informative website; and supporting hospitality-related businesses, including restaurants, hotels, retail, small businesses, and other attractions. These events and activities attract additional visitors to the County, and provide financial gain to the City of Urbana through tax-revenue, direct spending, and generated payroll. The VCC website, visitchampaigncounty.org, serves as a point of contact for residents and visitors from outside the County, including international visitors.

VCC offers organizational sponsorship through an increasing scale of Partnership Levels -- Bronze, Silver, Gold, Platinum, and Founding -- each offering benefits based on funding (**Attachment A: VCC Gold Sponsorship Level Description**). While all levels include representation on the VCC Partner page and invitations to VCC events, the Gold Partnership is the lowest level that also includes a position on the VCC Board of Directors. The proposed resolution and agreement would renew the City's Gold-level sponsorship of VCC. Urbana's Communications Specialist Bridget Broihahn serves as the City representative on the VCC Board.

Discussion

The tourism industry provides economic benefits to Urbana and the greater Champaign County area, affecting a variety of sectors. Visitors come from within the County, nearby counties, nationally, and internationally to the County for sporting events, college visits, festivals, shopping, dining, academic meetings, conferences, and to visit family members. While visiting, tourists spend money at local restaurants and retail, stay at local hotels, and utilize public transportation.

VCC markets the greater Champaign County area to residents and visitors, including internationally. The tourism industry operates regionally, with visitors often frequenting establishments in multiple municipalities during a visit to the County. Hence, the broad promotion of the University of Illinois, Urbana, Champaign, Savoy, Rantoul, and other locations within Champaign County directly benefits the City of Urbana as a key destination within the Champaign-Urbana-Savoy metropolitan area. VCC also promotes the greater Champaign County area as a destination for major events, tours, and trips. These marketing efforts result in direct sales to hotels, conference centers, venues, and other hospitality-related businesses within the City of Urbana. VCC also provides resources for use by visitors and residents to make more informed choices about events and activities happening in the community. In 2019, VCC realized a record 7% increase in travel expenditures, which led to an 8.1% increase in local tax revenue. Unfortunately, in 2020 the pandemic decimated travel and tourism, but the numbers are beginning to climb as restrictions ease and people begin to travel once again.

In 2022, VCC facilitated the AJGA (American Junior Golf Association) tournament at the Urbana Country Club which took place in July, brought back the IHSA Boys State Basketball Tournament, began work on the Champaign County African American Heritage Trail, and soliciting volunteers for the newly developed CU Ambassador Program, among many other activities.

The proposed agreement is identical to the agreement entered into between the City and VCC during Fiscal Year 2021-2022. The \$15,000 funding level will result in recognition as a Gold Partner level for the City and will continue to ensure that the City has representation on the VCC Board of Directors, that Urbana businesses and events will receive prominent placement in VCC promotional materials, and that Urbana-based hospitality businesses and tourism professionals are given the opportunity to participate in VCC events.

The proposed agreement requires extensive reporting requirements to staff and City Council including submittal of the VCC Strategic Plan (**Attachment B: VCC Strategic Plan for Fiscal Year 2021-23**) and the annual VCC Budget (**Attachment C: VCC Budget for Fiscal Year 2022-23**). VCC would also be required to submit quarterly and annual reports on VCC's activities, as well as a detailed year-end Partnership Report in which VCC will outline the specific benefits received by Urbana in its sponsorship at a Gold Partner level both in writing and as a presentation to the Mayor and City Council.

Fiscal Impacts

The \$15,000 sponsorship for the current fiscal year has already been provided for in the current City budget.

Options

The City Council has the following options with respect to this proposed agreement:

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.
3. Do not forward the Resolution to City Council

Recommendation

Staff recommends that the City Council forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.

Attachments:

- A – VCC Gold Sponsorship Level Description
- B – VCC “Destination 2023” - Strategic Plan for Fiscal Year 2021-2023
- C – VCC Budget for Fiscal Year 2022-23

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
COMMUNITY PARTNERSHIP AGREEMENT**

(Visit Champaign County, Fiscal Year 2022-2023)

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

WHEREAS, the City of Urbana has determined that supporting promotion and marketing of the Urbana-Champaign region as a tourist destination provides a benefit to the City; and

WHEREAS, Visit Champaign County (“VCC”) is well positioned to provide promotion and marketing services, in addition to disseminating community safety requirements for serving customers for the City and the Urbana-Champaign region; and

WHEREAS, the City and the VCC have previously held a relationship related to promotion and marketing services; and

WHEREAS, the City and VCC believe that it would be mutually beneficial to the City and VCC to renew their agreement whereby VCC would provide marketing and promotion services for and on behalf of the City and the City would reasonably compensate VCC for such services.

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

Section 1.

A Community Partnership Agreement by and between the City of Urbana, a Municipal Corporation, and Champaign County Convention and Visitors Bureau d/b/a Visit Champaign County, a 501(c)(6) Not-For-Profit Corporation, 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 deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

As Authorized by City of Urbana Resolution No. _____

COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (hereinafter, “Agreement”) is entered into by and between the City of Urbana (hereinafter, the “City”) and the Champaign County Convention and Visitors Bureau DBA Visit Champaign County (hereinafter, “VCC”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, VCC is an Illinois not-for-profit business league that has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and is certified by the Illinois Office of Tourism as the Local Tourism and Convention Bureau for Champaign County; and

WHEREAS, the City seeks to grow its tourism industry by entering into one or more arrangements with other persons or entities to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations; and

WHEREAS, VCC seeks to promote Champaign County as an overnight visitor destination and to make Champaign County the premiere destination in Central Illinois; and

WHEREAS, VCC is experienced in the promotion and marketing of Champaign County as a destination to audiences located over fifty miles from Champaign County including other nations, the organization and attraction of major public and special events in Champaign County including assistance in the promotion and marketing, the expansion of sales of existing tourism-related businesses within Champaign County, and the promotion and marketing of tourism related businesses and events within Champaign County, all of which are intended to grow the regional tourism industry; and

WHEREAS, the City and VCC seek to form a mutually beneficial arrangement whereby VCC undertakes certain promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry, and whereby the City shares in the support of VCC’s regional efforts to promote all of Champaign County and improve the region’s tourism industry as a whole.

NOW, THEREFORE, for good, valuable and mutual consideration that each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and condition contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO VCC:

1. City Funding and In-Kind Services to VCC:

- a. **City Monetary Funding to VCC:** The City shall provide VCC with certain funding, which VCC may use to operate its business and also perform its duties as the Local Tourism and Convention Bureau for Champaign County as certified by the State Office of Tourism. The amount of funding that the City shall provide to VCC for such purpose shall commence of July 1 and end on June 30 shall be:

Fiscal Year 2022-2023: \$15,000

- b. **City In-Kind Services to VCC:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to VCC, but is under no obligation to provide any such in-kind services. The City shall value any in kind services that it provides to, for, or for the benefit of VCC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City's corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c. **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to "City Funding" or "City Funds" shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of VCC that, during the term of this Agreement, VCC shall undertake efforts within its own operations, marketing, and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to increase the representation of tourism-related events, activities, and businesses located within the City as well as to increase tourism-related sales for businesses within the City. Thus, the Parties intend that VCC's receipt of City Funding shall be based in whole or in part on VCC's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other VCC services that benefit the City and/or its business community and the City from compensating VCC on covenants, terms, and/or conditions separate and apart from those provided for in this Agreement. To this end, the City shall disburse to VCC City Funds within thirty (30) days of the City's receipt of an invoice from VCC within the term of this agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraph A(1) of this Agreement, VCC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organization's, candidate's, or public office-holder's political campaign, lobbying activities, or other activities that are or may be

contrary to VCC’s IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed, or interpreted as prohibiting VCC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed, or interpreted as limiting the amount of additional funding, if any, that the City may, in its sole discretion, provide to VCC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties. Any funding paid by the City in its sole discretion to VCC for the sole purpose of contributing toward any Illinois High School Association (IHSA) bid or IHSA tournament shall be held separate and apart from this Agreement.

B. VCC’S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: VCC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations. Such efforts shall include but shall not be limited to promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry. Such efforts shall also be complementary to and consistent with VCC’s regional efforts to promote all of Champaign County and improve the region’s tourism industry as a whole.

Further, VCC shall –

- a. recognize the City as a “Gold Partner” in all of its activities and capacities in a manner that is fully consistent with VCC’s official description of partnership levels and the treatment of other like organizational, municipal, and jurisdictional partners of VCC (hereinafter “City Partnership Status”);
- b. market and support events held within the City in a manner that is consistent with the City Partnership Status including but not limited to the following events: Urbana’s Market at the Square, the Urbana’s Market IN the Square, and the CU Folk & Roots Festival in Downtown Urbana;
- c. communicate, coordinate, and cooperate in marketing, sales, and promotion efforts with staff and officials of the City in a manner that is consistent with the City Partnership Status, including but not limited to requesting information and materials from the City for inclusion in promotional bags and packets, inviting City representatives to VCC organized or sponsored events, and including City representatives in planning and decision-making teams or committees;

- d. include tourism-related businesses and venues located within the City and their representatives in all relevant promotion and marketing activities of VCC in a manner that is consistent with the City Partnership Status, including but not limited to participation on planning teams, networking events, trips, tours, site visits, printed materials, informational displays, maps, business listings, emails, and social media postings;
- e. generate sales leads for hotels, venues, and other tourism-related businesses located within the City in a manner that is consistent with the City Partnership Status including but not limited to event attraction, sales blitzes, marketing blitzes, bidpackages, networking events, trips, tabling, tours, and site visits;
- f. include representatives of Urbana businesses and the City to participate in hospitality and business planning and networking activities in a manner that is consistent with the City's Partnership Status including but not limited to participation in sales, sports, tourism, or hospitality councils and participation in quarterly meetings of chamber or business association professionals;
- g. recognize Downtown Urbana as a destination in all relevant promotion and marketing activities of VCC, including visitors guide, maps, and business listings, in a manner that is consistent with the treatment of Downtown Champaign;
- h. assist the City in establishing and seeking approvals from the State of Illinois for tourism attraction signs on Interstate 74 for major events and businesses located within the City including but not limited to Urbana's Market at the Square;
- i. create and/or disseminate information to Urbana hospitality businesses as necessary and in regards to community safety requirements for serving customers; and
- j. explicitly promote the area businesses and events located within Urbana's Central TIF District, which includes the City's historic downtown.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all VCC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner that:

- k. presents the City, its officials, and its business community in a favorable light;
- l. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- m. does not promote any particular religious or political positions or

persuasions; and

- n. is presented or conducted in a manner so as not to endanger human life, health, or safety.

VCC shall comply with all federal, state, and City laws, rules, and regulations in connection with any and all VCC activities.

2. Board Representation: The City's Communications Specialist or such other person as the City's Mayor may designate shall sit on the VCC Board of Directors with full voting authority during the term of this Agreement as is consistent with the City Partnership Status.

3. VCC Strategic Plan: VCC shall develop a strategic plan for each of the City Fiscal Years provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said strategic plan to the City before June 1st preceding the start of the respective City Fiscal Year, upon approval by VCC Board of Directors, or upon the effective date of this Agreement, whichever is latest. VCC's strategic plan submitted to the City for any given City Fiscal Year shall include the following: (i) provide an overview of VCC's programmatic and organizational goals for the year; (ii) list specific activities and measurable objectives that VCC intends to complete over the course of the year; and, (iii) describe how such activities and objectives benefit the City and other communities being served. In the event, after presentation of each said strategic plan to the City, the VCC Board of Director's amends the strategic plan, VCC shall provide the City with any and all such amendments within seven (7) days after the VCC Board of Directors' adoption of any such plan amendment or amendments.

4. VCC Budget: VCC shall submit to the City an annual budget approved by the VCC Board of Directors and said budget shall be submitted at the same time VCC submits the strategic plan provided for in Sub-Paragraph B(3) of this Agreement. In the event VCC amends the aforesaid budget, VCC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when VCC's Board of Directors approval of such amendment.

5. VCC Reports to City Council: VCC shall provide to the City Council, within forty-five (45) days following the close of each quarter of the City Fiscal Year, its written quarterly report. In addition, VCC shall provide to the City Council, within sixty (60) days following the close of the City's FY, its written annual report, which shall describe the activities that VCC has undertaken during the immediate past City FY that are consistent with the work plan provided for in Sub- Paragraph B(3) of this Agreement

In addition, VCC shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report, which shall (i) describe the activities that VCC has undertaken for, on behalf of, and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by VCC during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by VCC during the aforesaid City Fiscal Year.

VCC shall annually provide a representative of VCC to present the aforesaid annual report and annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of VCC.

6. Dissolution of VCC: In the event that VCC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then, VCC, after its payment of all just debts and obligations, shall refund to the City so much of the amount that the City provided to VCC in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example and by way of example only, in the event that the City provided VCC with \$10,000 in the City Fiscal Year 2022-2023 and VCC elects to dissolve on February 28, 2023, then the amount refunded to the City shall be computed as follows: $(\$10,000) \times (244 \div 366) = \$6,666.67$. However, VCC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that VCC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to VCC.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2022 and shall expire at 11:59 p.m. on June 30, 2023.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term, or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, that governs the obligation that is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice, that writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret, and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

- a. This Agreement may be terminated by the City immediately and without written notice if VCC –
- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
 - (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
 - (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois that evidences an intent to liquidate or dissolve;
 - (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of VCC;
 - (v) loses its Illinois Office of Tourism certification as the Local Tourism and Convention Bureau for Champaign County;
 - (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where VCC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
 - (vii) enters into any arrangement with creditors that could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
 - (viii) is placed in receivership by a lawful court order;
 - (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence (e.g., an announcement that a business has closed or moved from the City when in fact such business has moved or closed); and/or
 - (x) acts or fails to act in a manner that threatens or that may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to VCC shall automatically cease and become wholly null and void. In addition to any other remedy that the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from VCC in an amount calculated as if VCC elected to

dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, VCC shall refund to the City so much of those funds that the City has provided to VCC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises that triggers VCC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, VCC shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event VCC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: VCC agrees to and will indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by VCC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require VCC to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or may arise out of or that are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed

receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.
- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:
 Bridget Broihahn
 Communications Specialist
 City of Urbana
 400 S. Vine St.
 Urbana, IL 61801

TO VCC:
 Jayne DeLuce
 President & CEO
 Visit Champaign County
 17 E. Taylor St.
 Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term, or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party’s right to enforce or take action to enforce such covenant, term, or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term, or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party that has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party’s obligation to perform or the right to receive performance of any covenant, term, or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term, or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term, or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a “Party” as referred to in this Agreement.

10. Human Rights: VCC, in all respects, shall comply with the City’s Human Rights Ordinance and, if requested in writing by the City, VCC shall provide such hiring information as

requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR VCC:

Diane Wolfe Marlin, Mayor

Jayne DeLuce, President & CEO

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Bryan Snodgrass, Board of Directors
Chair

Gold Partner-\$10,000 and above

- One guaranteed position on the Visit Champaign County Board of Directors
- Representation on Tourism Partner page, including logo with brief listing
- Invitation to all VCC-hosted events in Champaign County
- Listing in all VCC promotional materials, including 70,000 Visitors Guides
- Listing in What's Happening e-newsletter sent to thousands of visitors and residents biweekly, plus performance reports <http://www.visitchampaigncounty.org/reports>
- Recognition in the Champaign County Welcome Center with over 3,000 annual visitors in addition to high visibility from street/sidewalk traffic
- Recognition at annual Toast to Tourism event and every community speaking engagement

**Visit Champaign County Board of Directors
Strategic Plan “Destination 2023”
1.23.20 – Approved**

Destination Vision: The greater Champaign County area will provide energetic and innovative experiences, attracting visitors and potential residents from around the world.

Organizational Vision: Visit Champaign County will be a connected and collaborative leader in promoting the region as an extraordinary destination to visit, work, and live.

Organizational Mission: We promote a welcoming destination experience for visitors to strengthen economic opportunity and enhance the lives of residents.

Organizational Values:

- Engagement
- Dependability
- Collaboration
- Innovation
- Integrity

Work Culture Values

- Supportive
 - Passionate
 - Fulfilling
 - Adaptable
 - Focused
-

Goals (FY2021-23)

- **Enhance the community as a destination.**
 - **Strengthen visitor and resident experiences.**
 - **Elevate VCC to be embraced as a community-shared value.**
-

GOAL ONE: ENHANCE THE COMMUNITY AS A DESTINATION.

Objective A: Advocate for destination-defining development and activities.

Tactic 1: Develop decision-making matrix for VCC to vet potential projects prior to VCC taking a public position, as to how it will impact residents, hospitality community, local government, and the organization.

Tactic 2: Facilitate discussion with cities, Public Art League, and 40 North on integrated approach to presentation of public art sculptures, murals, etc.

Tactic 3: Provide visitor data and engage in project development of The Yards, expanded children's museum, and Champaign downtown plaza.

Tactic 4: Promote opportunity for access to state tourism grants, when available, for destination-defining development activities.

Tactic 5: Research larger convention market opportunities, specific to The Yards, expanded iHotel & Conference Center, and all-campus conferences.

Objective B: Support initiatives to advance the region's competitive sports and outdoor recreation assets.

Tactic 1: Develop sports playbook with inventory of current and future facilities.

Tactic 2: Actively promote tournaments for Rantoul Sports Complex, future pickleball courts and disc golf, plus adaptive sports.

Tactic 3: Advocate for expanded and connected trail system, including Kickapoo Rail Trail, Mahomet trails, park district trails, etc.

Tactic 4: Engage in discussion specific to development of e-sports venues and tournaments.

Tactic 5: Build local support for major event bids, including IHSA State Championships in multiple sports.

Objective C: Collaboratively advocate for enhanced transportation assets and accessibility around the community.

Tactic 1: Provide visitor data for potential and lost business based on lack of extensive transportation service.

Tactic 2: Provide support for University of Illinois Airport efforts to increase air service.

Tactic 3: Provide support for Champaign County First efforts to increase Amtrak passenger lines and on-time performance.

Tactic 4: Engage in discussion about improved walkability and bikeability to enhance visitor experiences.

GOAL TWO: STRENGTHEN VISITOR AND RESIDENT EXPERIENCES.

Objective A: Foster and maintain an inclusive culture of hospitality as a defining aspect of the community.

Tactic 1: Promote inclusive aspect of community through food, entertainment, and arts & culture.

Tactic 2: Work with UI International & Scholar Services and other organizations to expand international events to the community.

Tactic 3: Provide training to hospitality industry on customer service, international customs, and special event needs.

Tactic 4: Promote, where appropriate, multiple languages in visitor materials, signage, group guides, etc.

Objective B: Support the expansion of a festival & event culture throughout the community.

Tactic 1: Create Festivals & Events Council to encourage collaborative partnerships, scheduling, and best practices, and this council could be self-managed.

Tactic 2: Research opportunity to provide seed grants for new or enhanced feature of existing festivals and events.

Tactic 3: Promote opportunity for access to state tourism grants, when available, for new or enhanced festivals and events.

Tactic 4: Develop volunteer data base and training for large-scale events hosted by VCC.

Objective C: Collaboratively advocate for placemaking banners and signage system throughout the community.

Tactic 1: Review successful signage programs for best practices, especially with focus on university communities.

Tactic 2: Coordinate attraction signage program facilitated by IDOT and endorsed by the Illinois Office of Tourism.

Tactic 3: Facilitate discussion with local government and University of Illinois to build support for community-wide plan.

GOAL THREE: ELEVATE VCC TO BE EMBRACED AS A COMMUNITY-SHARED VALUE.

Objective A: Enhance community outreach to tell the VCC story.

Tactic 1: Further develop talking points to communicate impact of VCC in building economic growth and increasing residents' quality of life.

Tactic 2: Identify Top 100 Thought Leaders and divide among board members for personal contact to share targeted strategic plan components.

Tactic 3: Continue annual and quarterly reports, plus council presentations to local government and stakeholders, and add business/individual testimonials.

Tactic 4: Continue employer training for talent attraction and retention with employers, realtors, the University of Illinois, and similar organizations.

Objective B: Build stronger partnerships with other community organizations that share common goals.

Tactic 1: Collaboratively advocate for coordinated campus/community branding efforts.

Tactic 2: Work with Economic Development Corporation, Chamber of Commerce and others to strengthen concierge and newcomer program.

Tactic 3: Work with University of Illinois, Parkland, park districts, and other sport facility owners to create Sports Council for recruiting and retaining tournaments.

Tactic 4: Invite other community organization boards for joint meetings and share strategic plans to drive more synergistic collaborative efforts.

Objective C: Work to increase and diversify the VCC funding model for promoting the community as a destination to visit, work and live.

Tactic 1: Evaluate existing public and private revenue streams and encourage equitable investments.

Tactic 2: Analyze other existing destination management revenue models around USA.

Tactic 3: Increase the role of the VCC Foundation with major focus on event bid incentives, regional film office, and special projects.

Objective D: Continue to review and enhance governance policies/procedures.

Tactic 1: Complete the steps for the Destination Management Accreditation Program (DMAP) through Destinations International, which addresses policies, governance, crisis communications, human resources, marketing, insurance, etc.

Tactic 2: Review and update bylaws on board structure, partner representation, term limits, and other policies to reflect evolving nature of organization.

Tactic 3: Review and update policies, procedures and organizational value statements as needed.

**VCC FV23 Proposed Budget
Summary**

General <u>Ledger</u> Account	<u>FY22 Budget</u> <u>Approved</u>	<u>FV23 Budget</u> <u>Proposed</u>
Income		
Grant Revenue		
4610 - LTCB Grant Revenue	594,262.00	634,153.00
4630 - International Grant	0.00	0.00
4640 - Marketing Grant	0.00	55,000.00
Total Grant Revenue	<u>594,262.00</u>	<u>689,153.00</u>
Partner Revenue		
4010 - City of Champaign	255,000.00	335,200.00
4011 - City of Urbana	20,000.00	15,000.00
4012 - Champaign County	10,000.00	10,000.00
4013 - Village of Rantoul	10,000.00	10,000.00
4014 - Village of Savoy	11,500.00	10,000.00
4015 - Village of Mahomet	2,000.00	2,000.00
4016 - Village of St. Joe	700.00	700.00
4030 - University of Illinois	25,000.00	50,000.00
4031 - Public Partners	15,000.00	15,000.00
4031 - Private Partners	33,500.00	33,500.00
4031 -Hotel Partners	12,000.00	20,000.00
Total Partner Revenue	<u>394,700.00</u>	<u>501,400.00</u>
Other Income		
4085 - Transfer from VCCF	0.00	0.00
4085 - Visitors Guide advertising	14,850.00	16,000.00
4061- Chambana Proud/ Chambana Welcome Cre	0.00	15,500.00
4085 - Restaurant Week participants	2,000.00	2,000.00
4085 - Sub-total	<u>16,850.00</u>	<u>33,500.00</u>
4600 - PPP - FY22 portion	46,236.00	0.00
4700 - Reserves Interest	50.00	50.00
4800 - Miscellaneous Income	3,500.00	3,500.00
Total Other Income	<u>66,636.00</u>	<u>37,050.00</u>
Total Income	<u>1,055,598.00</u>	<u>1,227,603.00</u>
Expense		
5000 - Salaries	470,096.72	524,932.65
5010 - Payroll Taxes	40,663.15	46,684.15
5020 - Retirement	28,175.80	28,467.96
5030 - Health/Group Life Ins	62,771.33	70,444.00

5050- Insurance - Business	6,800.00	7,000.00
5060 - Office Space Lease	39,625.00	39,625.00
5070 - Depreciation	21,539.00	3,096.00
6010 - Advertising	103,920.00	182,509.00
6015 - Audit	6,800.00	6,950.00
6020 - Brochures/Newsletter	32,875.00	50,650.00
6030 - Building Maintenance	29,000.00	28,000.00
6040 - Board of Directors	1,750.00	1,750.00
6061 - Attiliate Support	21,500.00	22,150.00
6100 - Dues/Subscriptions	30,100.00	38,386.00
6200 - Equip Lease/Maint	6,900.00	11,150.00
6260 - Marketing	68,885.00	82,154.00
6261- Community team meetings	500.00	1,350.00
6262 - External one-time events	10,000.00	15,500.00
6263 - Retail items	3,000.00	0.00
6310 - Postage/Shipping	4,500.00	8,000.00
6320 - Printing	500.00	5,000.00
6330 - Professional Fees	22,450.00	24,500.00
6340 - Registration/Education	24,595.00	41,650.00
6360 - Supplies/Copy Charges	2,500.00	2,800.00
6365 - Telephone	1,500.00	1,500.00
6370 - Travel/Business	25,300.00	31,950.00
6414 - Welcome Center	10,000.00	0.00
6500 - Misc Expense	0.00	150.00
Total Expenses	<u>1,076,246.00</u>	<u>1,276,348.76</u>
Net Income	<u>(20,648.00)</u>	<u>{48,745.76}</u>
Less Non-cash Depreciation	(21,539.00)	(3,096.00)
Net Cash Needed from Reserves	<u>891.00</u>	<u>(45,649.76)</u>



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Darius L. White, Economic Development Coordinator

DATE: September 29, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY PARTNERSHIP AGREEMENT (Visit Champaign County, Fiscal Year 2022-2023)**

Introduction

Pursuant to the City Council’s inclusion of funding for Visit Champaign County (VCC) in the proposed budget for Fiscal Year 2022-2023, staff has prepared an agreement for the provision of marketing and community support services by Visit Champaign County for the benefit of the City’s tourism industry. The proposed agreement follows the format of the Fiscal Year 2021-2022 agreement approved by City Council on October 14, 2021. The City Council is asked to consider a resolution adopting a one-year Community Partnership Agreement for funding VCC. This proposed agreement covers activities in this fiscal year, from July 1, 2022, to June 30, 2023. The total amount proposed for VCC in this fiscal year’s budget is \$15,000, which is the amount shown in the City’s approved Fiscal Year 23 budget.

VCC has worked as the official destination management organization to promote Champaign County as a place to visit, work and live since its founding in 1982. During this time, the organization has sought to undertake activities that benefit Champaign County businesses and the local economy. VCC’s activities have included attracting and assisting in the organization of major sport events, conferences, and meetings; talent recruitment; producing and distributing the annual Experience Guide; maintaining an informative website; and supporting hospitality-related businesses, including restaurants, hotels, retail, small businesses, and other attractions. These events and activities attract additional visitors to the County, and provide financial gain to the City of Urbana through tax-revenue, direct spending, and generated payroll. The VCC website, visitchampaigncounty.org, serves as a point of contact for residents and visitors from outside the County, including international visitors.

VCC offers organizational sponsorship through an increasing scale of Partnership Levels -- Bronze, Silver, Gold, Platinum, and Founding -- each offering benefits based on funding (**Attachment A: VCC Gold Sponsorship Level Description**). While all levels include representation on the VCC Partner page and invitations to VCC events, the Gold Partnership is the lowest level that also includes a position on the VCC Board of Directors. The proposed resolution and agreement would renew the City's Gold-level sponsorship of VCC. Urbana's Communications Specialist Bridget Broihahn serves as the City representative on the VCC Board.

Discussion

The tourism industry provides economic benefits to Urbana and the greater Champaign County area, affecting a variety of sectors. Visitors come from within the County, nearby counties, nationally, and internationally to the County for sporting events, college visits, festivals, shopping, dining, academic meetings, conferences, and to visit family members. While visiting, tourists spend money at local restaurants and retail, stay at local hotels, and utilize public transportation.

VCC markets the greater Champaign County area to residents and visitors, including internationally. The tourism industry operates regionally, with visitors often frequenting establishments in multiple municipalities during a visit to the County. Hence, the broad promotion of the University of Illinois, Urbana, Champaign, Savoy, Rantoul, and other locations within Champaign County directly benefits the City of Urbana as a key destination within the Champaign-Urbana-Savoy metropolitan area. VCC also promotes the greater Champaign County area as a destination for major events, tours, and trips. These marketing efforts result in direct sales to hotels, conference centers, venues, and other hospitality-related businesses within the City of Urbana. VCC also provides resources for use by visitors and residents to make more informed choices about events and activities happening in the community. In 2019, VCC realized a record 7% increase in travel expenditures, which lead to an 8.1% increase in local tax revenue. Unfortunately, in 2020 the pandemic decimated travel and tourism, but the numbers are beginning to climb as restrictions ease and people begin to travel once again.

In 2022, VCC facilitated the AJGA (American Junior Golf Association) tournament at the Urbana Country Club which took place in July, brought back the IHSA Boys State Basketball Tournament, began work on the Champaign County African American Heritage Trail, and soliciting volunteers for the newly developed CU Ambassador Program, among many other activities.

The proposed agreement is identical to the agreement entered into between the City and VCC during Fiscal Year 2021-2022. The \$15,000 funding level will result in recognition as a Gold Partner level for the City and will continue to ensure that the City has representation on the VCC Board of Directors, that Urbana businesses and events will receive prominent placement in VCC promotional materials, and that Urbana-based hospitality businesses and tourism professionals are given the opportunity to participate in VCC events.

The proposed agreement requires extensive reporting requirements to staff and City Council including submittal of the VCC Strategic Plan (**Attachment B: VCC Strategic Plan for Fiscal Year 2021-23**) and the annual VCC Budget (**Attachment C: VCC Budget for Fiscal Year 2022-23**). VCC would also be required to submit quarterly and annual reports on VCC's activities, as well as a detailed year-end Partnership Report in which VCC will outline the specific benefits received by Urbana in its sponsorship at a Gold Partner level both in writing and as a presentation to the Mayor and City Council.

Fiscal Impacts

The \$15,000 sponsorship for the current fiscal year has already been provided for in the current City budget.

Options

The City Council has the following options with respect to this proposed agreement:

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.
3. Do not forward the Resolution to City Council

Recommendation

Staff recommends that the City Council forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.

Attachments:

- A – VCC Gold Sponsorship Level Description
- B – VCC “Destination 2023” - Strategic Plan for Fiscal Year 2021-2023
- C – VCC Budget for Fiscal Year 2022-23

As Authorized by City of Urbana Resolution No. _____

COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (hereinafter, “Agreement”) is entered into by and between the City of Urbana (hereinafter, the “City”) and the Champaign County Convention and Visitors Bureau DBA Visit Champaign County (hereinafter, “VCC”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, VCC is an Illinois not-for-profit business league that has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and is certified by the Illinois Office of Tourism as the Local Tourism and Convention Bureau for Champaign County; and

WHEREAS, the City seeks to grow its tourism industry by entering into one or more arrangements with other persons or entities to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations; and

WHEREAS, VCC seeks to promote Champaign County as an overnight visitor destination and to make Champaign County the premiere destination in Central Illinois; and

WHEREAS, VCC is experienced in the promotion and marketing of Champaign County as a destination to audiences located over fifty miles from Champaign County including other nations, the organization and attraction of major public and special events in Champaign County including assistance in the promotion and marketing, the expansion of sales of existing tourism-related businesses within Champaign County, and the promotion and marketing of tourism related businesses and events within Champaign County, all of which are intended to grow the regional tourism industry; and

WHEREAS, the City and VCC seek to form a mutually beneficial arrangement whereby VCC undertakes certain promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry, and whereby the City shares in the support of VCC’s regional efforts to promote all of Champaign County and improve the region’s tourism industry as a whole.

NOW, THEREFORE, for good, valuable and mutual consideration that each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and condition contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO VCC:

1. City Funding and In-Kind Services to VCC:

- a. **City Monetary Funding to VCC:** The City shall provide VCC with certain funding, which VCC may use to operate its business and also perform its duties as the Local Tourism and Convention Bureau for Champaign County as certified by the State Office of Tourism. The amount of funding that the City shall provide to VCC for such purpose shall commence of July 1 and end on June 30 shall be:

Fiscal Year 2022-2023: \$15,000

- b. **City In-Kind Services to VCC:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to VCC, but is under no obligation to provide any such in-kind services. The City shall value any in kind services that it provides to, for, or for the benefit of VCC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City’s corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c. **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to “City Funding” or “City Funds” shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of VCC that, during the term of this Agreement, VCC shall undertake efforts within its own operations, marketing, and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to increase the representation of tourism-related events, activities, and businesses located within the City as well as to increase tourism-related sales for businesses within the City. Thus, the Parties intend that VCC’s receipt of City Funding shall be based in whole or in part on VCC’s performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other VCC services that benefit the City and/or its business community and the City from compensating VCC on covenants, terms, and/or conditions separate and apart from those provided for in this Agreement. To this end, the City shall disburse to VCC City Funds within thirty (30) days of the City’s receipt of an invoice from VCC within the term of this agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraph A(1) of this Agreement, VCC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organization’s, candidate’s, or public office-holder’s political campaign, lobbying activities, or other activities that are or may be

contrary to VCC’s IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed, or interpreted as prohibiting VCC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed, or interpreted as limiting the amount of additional funding, if any, that the City may, in its sole discretion, provide to VCC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties. Any funding paid by the City in its sole discretion to VCC for the sole purpose of contributing toward any Illinois High School Association (IHSA) bid or IHSA tournament shall be held separate and apart from this Agreement.

B. VCC’S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: VCC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations. Such efforts shall include but shall not be limited to promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry. Such efforts shall also be complementary to and consistent with VCC’s regional efforts to promote all of Champaign County and improve the region’s tourism industry as a whole.

Further, VCC shall –

- a. recognize the City as a “Gold Partner” in all of its activities and capacities in a manner that is fully consistent with VCC’s official description of partnership levels and the treatment of other like organizational, municipal, and jurisdictional partners of VCC (hereinafter “City Partnership Status”);
- b. market and support events held within the City in a manner that is consistent with the City Partnership Status including but not limited to the following events: Urbana’s Market at the Square, the Urbana’s Market IN the Square, and the CU Folk & Roots Festival in Downtown Urbana;
- c. communicate, coordinate, and cooperate in marketing, sales, and promotion efforts with staff and officials of the City in a manner that is consistent with the City Partnership Status, including but not limited to requesting information and materials from the City for inclusion in promotional bags and packets, inviting City representatives to VCC organized or sponsored events, and including City representatives in planning and decision-making teams or committees;

- d. include tourism-related businesses and venues located within the City and their representatives in all relevant promotion and marketing activities of VCC in a manner that is consistent with the City Partnership Status, including but not limited to participation on planning teams, networking events, trips, tours, site visits, printed materials, informational displays, maps, business listings, emails, and social media postings;
- e. generate sales leads for hotels, venues, and other tourism-related businesses located within the City in a manner that is consistent with the City Partnership Status including but not limited to event attraction, sales blitzes, marketing blitzes, bidpackages, networking events, trips, tabling, tours, and site visits;
- f. include representatives of Urbana businesses and the City to participate in hospitality and business planning and networking activities in a manner that is consistent with the City's Partnership Status including but not limited to participation in sales, sports, tourism, or hospitality councils and participation in quarterly meetings of chamber or business association professionals;
- g. recognize Downtown Urbana as a destination in all relevant promotion and marketing activities of VCC, including visitors guide, maps, and business listings, in a manner that is consistent with the treatment of Downtown Champaign;
- h. assist the City in establishing and seeking approvals from the State of Illinois for tourism attraction signs on Interstate 74 for major events and businesses located within the City including but not limited to Urbana's Market at the Square;
- i. create and/or disseminate information to Urbana hospitality businesses as necessary and in regards to community safety requirements for serving customers; and
- j. explicitly promote the area businesses and events located within Urbana's Central TIF District, which includes the City's historic downtown.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all VCC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner that:

- k. presents the City, its officials, and its business community in a favorable light;
- l. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- m. does not promote any particular religious or political positions or

persuasions; and

- n. is presented or conducted in a manner so as not to endanger human life, health, or safety.

VCC shall comply with all federal, state, and City laws, rules, and regulations in connection with any and all VCC activities.

2. Board Representation: The City's Communications Specialist or such other person as the City's Mayor may designate shall sit on the VCC Board of Directors with full voting authority during the term of this Agreement as is consistent with the City Partnership Status.

3. VCC Strategic Plan: VCC shall develop a strategic plan for each of the City Fiscal Years provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said strategic plan to the City before June 1st preceding the start of the respective City Fiscal Year, upon approval by VCC Board of Directors, or upon the effective date of this Agreement, whichever is latest. VCC's strategic plan submitted to the City for any given City Fiscal Year shall include the following: (i) provide an overview of VCC's programmatic and organizational goals for the year; (ii) list specific activities and measurable objectives that VCC intends to complete over the course of the year; and, (iii) describe how such activities and objectives benefit the City and other communities being served. In the event, after presentation of each said strategic plan to the City, the VCC Board of Director's amends the strategic plan, VCC shall provide the City with any and all such amendments within seven (7) days after the VCC Board of Directors' adoption of any such plan amendment or amendments.

4. VCC Budget: VCC shall submit to the City an annual budget approved by the VCC Board of Directors and said budget shall be submitted at the same time VCC submits the strategic plan provided for in Sub-Paragraph B(3) of this Agreement. In the event VCC amends the aforesaid budget, VCC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when VCC's Board of Directors approval of such amendment.

5. VCC Reports to City Council: VCC shall provide to the City Council, within forty-five (45) days following the close of each quarter of the City Fiscal Year, its written quarterly report. In addition, VCC shall provide to the City Council, within sixty (60) days following the close of the City's FY, its written annual report, which shall describe the activities that VCC has undertaken during the immediate past City FY that are consistent with the work plan provided for in Sub- Paragraph B(3) of this Agreement

In addition, VCC shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report, which shall (i) describe the activities that VCC has undertaken for, on behalf of, and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by VCC during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by VCC during the aforesaid City Fiscal Year.

VCC shall annually provide a representative of VCC to present the aforesaid annual report and annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of VCC.

6. Dissolution of VCC: In the event that VCC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then, VCC, after its payment of all just debts and obligations, shall refund to the City so much of the amount that the City provided to VCC in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example and by way of example only, in the event that the City provided VCC with \$10,000 in the City Fiscal Year 2022-2023 and VCC elects to dissolve on February 28, 2023, then the amount refunded to the City shall be computed as follows: $(\$10,000) \times (244 \div 366) = \$6,666.67$. However, VCC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that VCC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to VCC.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2022 and shall expire at 11:59 p.m. on June 30, 2023.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term, or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, that governs the obligation that is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice, that writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret, and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

- a. This Agreement may be terminated by the City immediately and without written notice if VCC –
- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
 - (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
 - (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois that evidences an intent to liquidate or dissolve;
 - (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of VCC;
 - (v) loses its Illinois Office of Tourism certification as the Local Tourism and Convention Bureau for Champaign County;
 - (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where VCC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
 - (vii) enters into any arrangement with creditors that could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
 - (viii) is placed in receivership by a lawful court order;
 - (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence (e.g., an announcement that a business has closed or moved from the City when in fact such business has moved or closed); and/or
 - (x) acts or fails to act in a manner that threatens or that may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to VCC shall automatically cease and become wholly null and void. In addition to any other remedy that the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from VCC in an amount calculated as if VCC elected to

dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, VCC shall refund to the City so much of those funds that the City has provided to VCC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises that triggers VCC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, VCC shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event VCC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: VCC agrees to and will indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by VCC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require VCC to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or may arise out of or that are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed

receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.
- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:
 Bridget Broihahn
 Communications Specialist
 City of Urbana
 400 S. Vine St.
 Urbana, IL 61801

TO VCC:
 Jayne DeLuce
 President & CEO
 Visit Champaign County
 17 E. Taylor St.
 Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term, or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party’s right to enforce or take action to enforce such covenant, term, or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term, or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party that has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party’s obligation to perform or the right to receive performance of any covenant, term, or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term, or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term, or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a “Party” as referred to in this Agreement.

10. Human Rights: VCC, in all respects, shall comply with the City’s Human Rights Ordinance and, if requested in writing by the City, VCC shall provide such hiring information as

requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR VCC:

Diane Wolfe Marlin, Mayor

Jayne DeLuce, President & CEO

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Bryan Snodgrass, Board of Directors
Chair

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
COMMUNITY PARTNERSHIP AGREEMENT**

(Visit Champaign County, Fiscal Year 2022-2023)

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

WHEREAS, the City of Urbana has determined that supporting promotion and marketing of the Urbana-Champaign region as a tourist destination provides a benefit to the City; and

WHEREAS, Visit Champaign County (“VCC”) is well positioned to provide promotion and marketing services, in addition to disseminating community safety requirements for serving customers for the City and the Urbana-Champaign region; and

WHEREAS, the City and the VCC have previously held a relationship related to promotion and marketing services; and

WHEREAS, the City and VCC believe that it would be mutually beneficial to the City and VCC to renew their agreement whereby VCC would provide marketing and promotion services for and on behalf of the City and the City would reasonably compensate VCC for such services.

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

Section 1.

A Community Partnership Agreement by and between the City of Urbana, a Municipal Corporation, and Champaign County Convention and Visitors Bureau d/b/a Visit Champaign County, a 501(c)(6) Not-For-Profit Corporation, 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 deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

Gold Partner-\$10,000 and above

- One guaranteed position on the Visit Champaign County Board of Directors
- Representation on Tourism Partner page, including logo with brief listing
- Invitation to all VCC-hosted events in Champaign County
- Listing in all VCC promotional materials, including 70,000 Visitors Guides
- Listing in What's Happening e-newsletter sent to thousands of visitors and residents biweekly, plus performance reports <http://www.visitchampaigncounty.org/reports>
- Recognition in the Champaign County Welcome Center with over 3,000 annual visitors in addition to high visibility from street/sidewalk traffic
- Recognition at annual Toast to Tourism event and every community speaking engagement

**Visit Champaign County Board of Directors
Strategic Plan “Destination 2023”
1.23.20 – Approved**

Destination Vision: The greater Champaign County area will provide energetic and innovative experiences, attracting visitors and potential residents from around the world.

Organizational Vision: Visit Champaign County will be a connected and collaborative leader in promoting the region as an extraordinary destination to visit, work, and live.

Organizational Mission: We promote a welcoming destination experience for visitors to strengthen economic opportunity and enhance the lives of residents.

Organizational Values:

- Engagement
- Dependability
- Collaboration
- Innovation
- Integrity

Work Culture Values

- Supportive
 - Passionate
 - Fulfilling
 - Adaptable
 - Focused
-

Goals (FY2021-23)

- Enhance the community as a destination.
 - Strengthen visitor and resident experiences.
 - Elevate VCC to be embraced as a community-shared value.
-

GOAL ONE: ENHANCE THE COMMUNITY AS A DESTINATION.

Objective A: Advocate for destination-defining development and activities.

Tactic 1: Develop decision-making matrix for VCC to vet potential projects prior to VCC taking a public position, as to how it will impact residents, hospitality community, local government, and the organization.

Tactic 2: Facilitate discussion with cities, Public Art League, and 40 North on integrated approach to presentation of public art sculptures, murals, etc.

Tactic 3: Provide visitor data and engage in project development of The Yards, expanded children's museum, and Champaign downtown plaza.

Tactic 4: Promote opportunity for access to state tourism grants, when available, for destination-defining development activities.

Tactic 5: Research larger convention market opportunities, specific to The Yards, expanded iHotel & Conference Center, and all-campus conferences.

Objective B: Support initiatives to advance the region's competitive sports and outdoor recreation assets.

Tactic 1: Develop sports playbook with inventory of current and future facilities.

Tactic 2: Actively promote tournaments for Rantoul Sports Complex, future pickleball courts and disc golf, plus adaptive sports.

Tactic 3: Advocate for expanded and connected trail system, including Kickapoo Rail Trail, Mahomet trails, park district trails, etc.

Tactic 4: Engage in discussion specific to development of e-sports venues and tournaments.

Tactic 5: Build local support for major event bids, including IHSA State Championships in multiple sports.

Objective C: Collaboratively advocate for enhanced transportation assets and accessibility around the community.

Tactic 1: Provide visitor data for potential and lost business based on lack of extensive transportation service.

Tactic 2: Provide support for University of Illinois Airport efforts to increase air service.

Tactic 3: Provide support for Champaign County First efforts to increase Amtrak passenger lines and on-time performance.

Tactic 4: Engage in discussion about improved walkability and bikeability to enhance visitor experiences.

GOAL TWO: STRENGTHEN VISITOR AND RESIDENT EXPERIENCES.

Objective A: Foster and maintain an inclusive culture of hospitality as a defining aspect of the community.

Tactic 1: Promote inclusive aspect of community through food, entertainment, and arts & culture.

Tactic 2: Work with UI International & Scholar Services and other organizations to expand international events to the community.

Tactic 3: Provide training to hospitality industry on customer service, international customs, and special event needs.

Tactic 4: Promote, where appropriate, multiple languages in visitor materials, signage, group guides, etc.

Objective B: Support the expansion of a festival & event culture throughout the community.

Tactic 1: Create Festivals & Events Council to encourage collaborative partnerships, scheduling, and best practices, and this council could be self-managed.

Tactic 2: Research opportunity to provide seed grants for new or enhanced feature of existing festivals and events.

Tactic 3: Promote opportunity for access to state tourism grants, when available, for new or enhanced festivals and events.

Tactic 4: Develop volunteer data base and training for large-scale events hosted by VCC.

Objective C: Collaboratively advocate for placemaking banners and signage system throughout the community.

Tactic 1: Review successful signage programs for best practices, especially with focus on university communities.

Tactic 2: Coordinate attraction signage program facilitated by IDOT and endorsed by the Illinois Office of Tourism.

Tactic 3: Facilitate discussion with local government and University of Illinois to build support for community-wide plan.

GOAL THREE: ELEVATE VCC TO BE EMBRACED AS A COMMUNITY-SHARED VALUE.

Objective A: Enhance community outreach to tell the VCC story.

Tactic 1: Further develop talking points to communicate impact of VCC in building economic growth and increasing residents' quality of life.

Tactic 2: Identify Top 100 Thought Leaders and divide among board members for personal contact to share targeted strategic plan components.

Tactic 3: Continue annual and quarterly reports, plus council presentations to local government and stakeholders, and add business/individual testimonials.

Tactic 4: Continue employer training for talent attraction and retention with employers, realtors, the University of Illinois, and similar organizations.

Objective B: Build stronger partnerships with other community organizations that share common goals.

Tactic 1: Collaboratively advocate for coordinated campus/community branding efforts.

Tactic 2: Work with Economic Development Corporation, Chamber of Commerce and others to strengthen concierge and newcomer program.

Tactic 3: Work with University of Illinois, Parkland, park districts, and other sport facility owners to create Sports Council for recruiting and retaining tournaments.

Tactic 4: Invite other community organization boards for joint meetings and share strategic plans to drive more synergistic collaborative efforts.

Objective C: Work to increase and diversify the VCC funding model for promoting the community as a destination to visit, work and live.

Tactic 1: Evaluate existing public and private revenue streams and encourage equitable investments.

Tactic 2: Analyze other existing destination management revenue models around USA.

Tactic 3: Increase the role of the VCC Foundation with major focus on event bid incentives, regional film office, and special projects.

Objective D: Continue to review and enhance governance policies/procedures.

Tactic 1: Complete the steps for the Destination Management Accreditation Program (DMAP) through Destinations International, which addresses policies, governance, crisis communications, human resources, marketing, insurance, etc.

Tactic 2: Review and update bylaws on board structure, partner representation, term limits, and other policies to reflect evolving nature of organization.

Tactic 3: Review and update policies, procedures and organizational value statements as needed.

**VCC FV23 Proposed Budget
Summary**

General <u>Ledger</u> Account	FY22 Budget	FV23 Budget
	Approved	Proposed
Income		
Grant Revenue		
4610 - LTCB Grant Revenue	594,262.00	634,153.00
4630 - International Grant	0.00	0.00
4640 - Marketing Grant	0.00	55,000.00
Total Grant Revenue	594,262.00	689,153.00
Partner Revenue		
4010 - City of Champaign	255,000.00	335,200.00
4011 - City of Urbana	20,000.00	15,000.00
4012 - Champaign County	10,000.00	10,000.00
4013 - Village of Rantoul	10,000.00	10,000.00
4014 - Village of Savoy	11,500.00	10,000.00
4015 - Village of Mahomet	2,000.00	2,000.00
4016 - Village of St. Joe	700.00	700.00
4030 - University of Illinois	25,000.00	50,000.00
4031 - Public Partners	15,000.00	15,000.00
4031 - Private Partners	33,500.00	33,500.00
4031 - Hotel Partners	12,000.00	20,000.00
Total Partner Revenue	394,700.00	501,400.00
Other Income		
4085 - Transfer from VCCF	0.00	0.00
4085 - Visitors Guide advertising	14,850.00	16,000.00
4061- Chambana Proud/ Chambana Welcome Cre	0.00	15,500.00
4085 - Restaurant Week participants	2,000.00	2,000.00
4085 - Sub-total	16,850.00	33,500.00
4600 - PPP - FY22 portion	46,236.00	0.00
4700 - Reserves Interest	50.00	50.00
4800 - Miscellaneous Income	3,500.00	3,500.00
Total Other Income	66,636.00	37,050.00
Total Income	1,055,598.00	1,227,603.00
Expense		
5000 - Salaries	470,096.72	524,932.65
5010 - Payroll Taxes	40,663.15	46,684.15
5020 - Retirement	28,175.80	28,467.96
5030 - Health/Group Life Ins	62,771.33	70,444.00

5050- Insurance - Business	6,800.00	7,000.00
5060 - Office Space Lease	39,625.00	39,625.00
5070 - Depreciation	21,539.00	3,096.00
6010 - Advertising	103,920.00	182,509.00
6015 - Audit	6,800.00	6,950.00
6020 - Brochures/Newsletter	32,875.00	50,650.00
6030 - Building Maintenance	29,000.00	28,000.00
6040 - Board of Directors	1,750.00	1,750.00
6061 - Attiliate Support	21,500.00	22,150.00
6100 - Dues/Subscriptions	30,100.00	38,386.00
6200 - Equip Lease/Maint	6,900.00	11,150.00
6260 - Marketing	68,885.00	82,154.00
6261- Community team meetings	500.00	1,350.00
6262 - External one-time events	10,000.00	15,500.00
6263 - Retail items	3,000.00	0.00
6310 - Postage/Shipping	4,500.00	8,000.00
6320 - Printing	500.00	5,000.00
6330 - Professional Fees	22,450.00	24,500.00
6340 - Registration/Education	24,595.00	41,650.00
6360 - Supplies/Copy Charges	2,500.00	2,800.00
6365 - Telephone	1,500.00	1,500.00
6370 - Travel/Business	25,300.00	31,950.00
6414 - Welcome Center	10,000.00	0.00
6500 - Misc Expense	0.00	150.00
Total Expenses	<u>1,076,246.00</u>	<u>1,276,348.76</u>
Net Income	<u>(20,648.00)</u>	<u>{48,745.76}</u>
Less Non-cash Depreciation	(21,539.00)	(3,096.00)
Net Cash Needed from Reserves	<u>891.00</u>	<u>(45,649.76)</u>

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY FOR THE PROVISION OF ENVIRONMENTAL REVIEW SERVICES

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

WHEREAS, the Housing Authority of Champaign County has identified the need to continue to purchase environmental review services and finds it advantageous to procure the City of Urbana to perform said services; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for units of local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5ILCS 220/1-220/9) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract.

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

Section 1. That an Intergovernmental Agreement pertaining to the provision of environmental review services, between the City of Urbana and the Housing Authority of Champaign County, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Charles A. Smyth, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 29, 2022

SUBJECT: A RESOLUTION APPROVING A CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA AND HOUSING AUTHORITY OF CHAMPAIGN COUNTY

Description

Included on the agenda of the October 3, 2022, regular meeting of the Urbana City Council Committee of the Whole meeting is a resolution authorizing the execution of an Intergovernmental Agreement with the Housing Authority of Champaign County for the provision of environmental review services. The agreement will allow City of Urbana Community Development staff to provide limited services to the Housing Authority of Champaign County in the area of environmental review that must be completed for certain land development activities of the Housing Authority pursuant to the National Environmental Policy Act (NEPA) of 1969.

Background

Pursuant to NEPA and specifically under the Code of Federal Regulations (24 CFR, Part 58), the Housing Authority is required to complete environmental reviews on its prospective property acquisitions. Also under this Code (24 CFR Part 58 Subpart A), the City of Urbana is deemed to be the responsible agency for the provision of such services on behalf of the Housing Authority. Community Development staff have been trained in the preparation of such environmental reviews by the US Department of Housing and Urban Development (HUD), including recent policy changes regarding the environmental review process, and have an established relationship with HUD and the environmental field staff. Under the terms of the attached Agreement, City of Urbana staff would perform the necessary reviews for the Housing Authority for reimbursement on a per case basis. Through these services, the City will assist the Housing Authority in providing affordable housing for residents throughout Champaign County, a goal of which is consistent with the City's Consolidated Plan and Comprehensive Plan.

This is the third agreement for these services with the first starting in 2015. Schedule A, which is attached to the Agreement contains calculated billing rates. The range of costs for each environmental review is estimated to be between \$3,500 and \$5,000.

Options

1. Approve the Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County for the Provision of Environmental Review Services and forward to the City Council consent agenda.
2. Approve the Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County for the Provision of Environmental Review Services with changes. Please note that any changes must also be agreed to by the Housing Authority of Champaign County.
3. Do not approve the Resolution.

Fiscal Impacts

Approval of this Intergovernmental Agreement would result in a positive fiscal impact upon the City in that it will result in revenue for staff time spent in preparing the requested documents. Participating staff are part of the Community Development Grants Management Division, which relies upon a number of Federal and State grants as a revenue source. As the City’s allocation of HUD funds have declined each year over the past several years, it is important for the division to diversify and expand its funding sources. The attached agreement will assist the division in this goal and will also help to uphold the City’s obligation as a Participating Jurisdiction to provide such expertise for HUD-funded projects in the area.

Recommendation

Staff recommends approval of the Resolution as attached. The proposed agreement will allow the Housing Authority to move forward with the affordable housing sites in Champaign County and will allow Grants Management staff to provide a necessary service to the community.

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ENVIRONMENTAL REVIEW SERVICES TO
THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY**

This Intergovernmental Agreement, made and entered into this 7th day of November, 2022, by and between the City of Urbana, Illinois, a municipal corporation and the Housing Authority of Champaign County (collectively, the "Parties").

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

WHEREAS, the Housing Authority of Champaign County (hereafter, the "Authority") was created by the Illinois State Legislature in 1939 to provide housing for low income families; and

WHEREAS, the Authority is required to perform environmental reviews on its prospective property acquisitions per 24 CFR, Part 58; and

WHEREAS, the City is a Responsible Entity as defined by 24 CFR, Part 58 Subpart A and must assume the responsibilities for said environmental reviews; and

WHEREAS, the Authority will compensate the City for the performance of these environmental reviews; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1870, provides authority for local governments to contract or otherwise associate among themselves to obtain and share services and the exercise, combined or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (51LCS220/1-220/9) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Authority is, from time to time, in need of assistance in undertaking and performing environmental reviews of real estate owned, to be acquired, or to be sold by the Authority; and

WHEREAS, City staff has the ability, competency, knowledge, and experience to provide assistance to the Authority in connection with environmental reviews of real estate owned or to be acquired, or to be sold by the Authority.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Authority hereby agree as follows:

Section 1. Environmental Review Services. The City will provide environmental review services for the Authority pursuant to the terms and conditions as set forth herein.

Section 2. Scope, Billing and Payment. The Authority will identify for the City the sites that will require environmental reviews. Upon completion of the Environmental Review, the City will bill the Authority a flat rate as more specifically defined in Schedule A, which is attached hereto and incorporated by reference.

Section 3. Environmental Review Services Data. Upon request, the City will provide a detailed report of environmental review data to the Authority. The environmental review record should, at a minimum, contain documentation in compliance with the Flood Disaster Protection Act, Coastal Barriers Resources Act, and Airport Runway Clear Zones and Clear Zones Disclosures. The City will provide said report within seven (7) days of the Authority's written request. Said requests will be limited to one (1) per month.

Section 4. Contact Information. The primary contact for the City will be the Grants Management Division Manager, Sheila Dodd, or her successor. The primary contact for the Housing Authority will be John Daily, or his successor.

Section 5. Default and Cure: In the event that either Party believes that the other Party has defaulted on its obligations with any term, provision or covenant contained in this Agreement, the grieving Party shall give written notice to the other Party identifying the Section of the Agreement which it believes has been breached and specifying, in reasonable detail, the nature of the breach. The Party receiving the notice shall have fourteen (14) days in which to either cure the alleged breach or provide a written response which either states that a cure may not be completed within the aforesaid fourteen (14) day period and which states the date of commencement and anticipated completion of such cure or which states why the recipient of such notice believes it did not breach this Agreement. In the event that the Parties cannot resolve the dispute, either Party may terminate this Agreement by providing written notice to the other party which advises that the Agreement shall be deemed terminated on the thirtieth (30th) day of the date of such notice of termination. Upon termination, neither party shall have any further obligation to the other. In the event of any

breach, any amounts due and owing by the Authority to the City for environmental review services shall become immediately due and owing and such termination shall not constitute a waiver of the City's right to receive or collect those amounts.

Section 6. Term: This Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for three (3) years. The Agreement will automatically renew on an annual basis, but may be terminated by either party upon written notice sixty (60) days prior to the Agreement's anniversary date.

Section 7. Miscellaneous:

Indemnity: Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, agents, and employees from and for any and all losses, costs, expenses, demands, claims, causes, causes of action, judgments, and liabilities sustained and/or alleged to have been sustained in connection with, as a result of, and/or arising out of the intentional, willful, wanton, or gross negligence or negligent act or omission of the other Party in connection with the performance or undertaking of any obligation provided for in this Agreement. This indemnity, duty to defend and hold harmless covenant shall not be deemed, construed or interpreted as requiring a Party to indemnify, defend or hold harmless a Party for that Party's own intentional, willful, wanton, gross negligent, or negligent act or omission. This covenant shall survive and remain in full force and effect following the expiration and/or termination of this Agreement.

Notices: Any and all notices required to be given by this Agreement shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

1. By First Class U.S; Postal Service: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered or certified mail with return receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.
2. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate afore-stated conditions is not met, the notice shall be deemed ineffective.

3. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available a tracking of the delivery of such notice which tracking shall include the date and time when such delivery to the recipient Party was made.
4. If by personal service: Any and all notices which are personally served on the recipient party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit which states the date when such personal delivery was made.

Record Keeping: The Parties agree to keep and maintain any and all records and documents created in connection with the creation of the environmental review. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq.*).

Severability: If any term or other provision of this Agreement is declared by a court or administrative agency of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party. Notwithstanding the immediate foregoing, if in any such proceeding one Party's performance under this Agreement is declared to be unenforceable by the other Party, then this Agreement shall be deemed to automatically terminate with such termination date to be effective on the date when such declaration, finding, order, or decree is entered.

Entirety of Agreement: This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. However, nothing herein shall be deemed to supersede or render null, void or unenforceable any agreement which the City and/or the Authority has or may have entered into regarding Environmental Review Services or any portion thereof

Amendment or Modification: This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.

Waiver: Any waiver or release by one Party of the other Party in connection with that Party's performance of any term, condition, or covenant contained in this Agreement shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such

waiver. Any waiver, other than as provided in the immediate aforesaid sentence, shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Agreement.

Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Government Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Agreement. In the event that any action is filed which seeks to interpret, enforce or declare breach of this Agreement, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Champaign County, Illinois.

Representations and Warranties of Authority to Execute: The Parties represent and warrant that the person executing this Agreement on the respective Party's behalf is duly authorized to do so.

IN WITNESS WHEREOF, the City of Urbana and the Housing Authority of Champaign County have caused this Agreements to be executed and delivered as of the date first set forth above and in the cover page hereof.

For the City of Urbana

For the Housing Authority of Champaign County

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

Schedule A

Payment

Rate

Rates for Environmental Review Services*

Complete Environmental Review	\$3,500 plus publication costs
Review of Third Party Environmental Review	\$1,500 plus publication costs

Rates may be adjusted by up to 5% on annual basis starting July 1st

Typical individual environmental reviews performed under this agreement are estimated to cost between approximately \$3,500 and \$5,000 to complete, including legal notice costs.

Environmental Impact Statements would be more costly and will be estimated separately for review and approval by the Agency prior to preparation.



Grants Management Division

m e m o r a n d u m

TO: Diane Wolfe Marlin, Mayor, City of Urbana

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 29, 2022

SUBJECT: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY REGARDING REDEVELOPMENT OF LIERMAN AND WASHINGTON AVE SITE

Introduction

Included on the agenda of the October 3, 2022 meeting of the Urbana Community of the Whole is a Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County regarding the Redevelopment of 1603 E Washington Street, and 1001 and 1003 S Lierman, Urbana, IL commonly known as the Urbana Townhomes site. As the current owner of the properties, the City was approached by a private developer to redevelop the sites in partnership with the Housing Authority of Champaign County (HACC). The City and HACC need to enter into such an agreement in support of a private developer intent to create a low density affordable housing development.

Background

The City of Urbana took title to Urbana Townhomes in December, 2012 after the final five buildings of the eight-building complex were condemned in August, 2012 and ultimately vacated by September 15, 2012. Due to the poor condition of the property, public safety nuisance it presented, and destabilizing impact on the already sensitive neighborhood, Council approved the acquisition of the property. The acquisition was made possible through foreclosure proceedings that ultimately led to the donation of the property to the City.

The City of Urbana took title to 1603 E Washington St in February of 2012 through foreclosure proceedings. The property was owned by the Urban League of Champaign County with the intent of building affordable housing on the site. The site has remained vacant and the City leased the property to the Lierman Neighborhood Action Committee (LNAC) to be used as a community garden. The LNAC dissolved in June of 2022 and is no longer utilizing the site. The property is now overgrown and is not being maintained.

The proposed agreement would enable the City to partner with the Housing Authority to access the public and private funds necessary to invest in affordable housing and improve the neighborhood.

Proposed Agreement

Recently, two developers approached the City with proposals to redevelop the sites for low-density affordable housing. After reviewing both proposals, the City recommends moving forward with Northpointe Developers. The Housing Authority intends to use project-based vouchers to assist with subsidizing the development. The developer is applying for Low-Income Housing Tax Credits from the Illinois Housing Development Authority (IHDA), as well as seeking additional gap financing opportunities, to underwrite the development.

The proposed Intergovernmental Agreement will affirm the City’s commitment to the goals outlined in the 2005 *Comprehensive Plan* and in the *City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan*:

- Goal 1: Provide decent affordable housing opportunities for low- and moderate-income households
 - Activity: Support construction of new affordable rental units through LIHTC, in compatible areas.
 - Activity: Support and provide guidance for for-profit developers building new affordable renter and owner units.
 - Increase supply of affordable housing available to low and moderate income households.

- Goal 2: Address barriers to obtaining affordable housing
 - Activity: Support efforts to increase accessible and visitable housing units for persons with disabilities

- Goal 3: Preserve and improve supply of affordable housing as a community resource
 - Activity: Rental Rehabilitation: Provide HOME funds for rehabilitation of rental housing units to rent to households with incomes at or below 60% of the area median.

- Goal 4: Coordinate with the Housing Authority
 - Activity: Strongly encourage the Housing Authority of Champaign County to rehabilitate existing units and develop new units, which would be accessible to families, which include persons with disabilities.
 - Assist in developing a plan, which partners with the private sector to use private dollars to leverage HOPE VI or other Federal funds, to develop units and to replace demolished units with a combination of new on site units, scattered site units, and Housing Choice Vouchers.

- Goal 9: Preserve and support Urbana’s neighborhoods as vibrant places to live.

The proposed Intergovernmental Agreement will also require the review and acceptance by the Housing Authority Board. Any changes requested by the Board at its September 29, 2022 regular meeting will be brought to City Council.

Once the developer secures Low Income Housing Tax Credits (LIHTC) for the project, a developer agreement with site plans will be brought to City Council for review and approval.

Options

1. Approve the Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County Regarding the Redevelopment of Lierman and Washington St on the consent agenda.

2. Approve the Resolution Authorizing the Execution of an Intergovernmental Agreement with the Housing Authority of Champaign County Regarding the Redevelopment of Lierman and Washington Ave with changes.

3. Do not approve the Resolution.

Fiscal Impacts

Approval of this Intergovernmental Agreement does not commit any City financial resources to the project at this time. Other potential financial impacts of a subsequent development project include

any fee or permit waivers requested by the Developer for construction subsidy, federal grant allocations or other financial interests in the project, staff costs associated with plan review and inspections during the construction phase of the project, as well as subsequent routine inspections of the units as part of the Rental Registration Program.

The City and other taxing bodies will receive benefits from taxes generated by the increase in property value that would occur as a result of improvements to the neighborhood. The ultimate tax benefits of the project cannot be determined until the general partnership is made with the private developer, which would ultimately impact the City's tax base. Should the Housing Authority choose to own the land through a fee simple title or 99-year land lease, the property would be tax-exempt.

Recommendation

Staff recommends approval of the Resolution as attached.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY REGARDING REDEVELOPMENT OF LIERMAN AND WASHINGTON AVE SITE

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

WHEREAS, the City Council of the City of Urbana, Illinois has determined that execution of an intergovernmental agreement with the Housing Authority of Champaign County as it relates to redevelopment of the Lierman and Washington Ave sites is desirable and necessary to improve public safety and revitalize a distressed neighborhood.

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

Section 1. That an Intergovernmental Agreement pertaining to redevelopment of the Lierman and Washington Ave. sites between the City of Urbana and the Housing Authority of Champaign County, in substantially the same form as attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS

This INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS (including any exhibits and attachments hereto, collectively this "Agreement"), is made and entered into as of October __, 2022, but actually executed as of the dates beneath their signatures set forth below by and between the City of Urbana and the Housing Authority of Champaign County (collectively, the "Parties").

WHEREAS, City of Urbana (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Housing Authority of Champaign County (hereafter, the "Authority") was created by the Illinois State Legislature in 1939 to provide housing for low income individuals and families; and

WHEREAS, the Parties have an interest in the provision of quality affordable housing for very low and low income families as well as the overall economic health, well-being, quality of life, safety, and security within the City of Urbana generally including the Lierman neighborhood; and

WHEREAS, there existed in the City of Urbana a vacant lot on the southeast corner of Lierman and Washington; and

WHEREAS, there existed in the City of Urbana a multi-family residential property commonly referred to as the "Urbana Townhomes" site that consisted of a number of townhome buildings and that the said townhomes buildings were demolished because they presented a threat to the overall economic health, well-being, quality of life, safety, and security of the Lierman neighborhood within the City of Urbana, thereby leaving a vacant real estate parcel (collectively, the "Redevelopment Sites"); and

WHEREAS, Urbana currently owns the Redevelopment Sites; and

WHEREAS, the revitalization of the Redevelopment Sites is dependent in large part on a cooperative arrangement between the City, the Authority, and one or more third persons who wish to and/or intend to undertake any form of renovation of the Redevelopment Sites; and

WHEREAS, the City and the Authority seek to reinstitute and expand a prior intergovernmental agreement that, in part, provided for the redevelopment of the Urbana Townhomes site and now re-enter into an arrangement in order to promote, foster, and facilitate revitalization of the Redevelopment Sites that may include a private Development Partner who will assist the parties in undertaking the redevelopment of the Redevelopment Sites.

NOW, THEREFORE, in exchange for good, valuable, and mutual consideration that each Party acknowledges as having in hand received, and in consideration for the exchange of the covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

SECTION 1 - REDEVELOPMENT PLAN: The City and the Authority shall cooperate and work with one another in order to develop, design, create, and/or adopt a plan for the revitalization (collectively, hereafter, "Redevelopment Plan") of the Redevelopment Sites. The Parties shall contribute such expertise as each may possess in undertaking and creating the Redevelopment Plan. Such Redevelopment Plan is anticipated to consist of new construction on the Redevelopment Sites for the purpose of providing mixed income multi-family rental dwelling units. Nothing herein shall be deemed to prohibit the Parties from retaining the services of or entering into one or more agreements with one or more third persons to prepare and/or assist in the preparation of the Redevelopment Plan or any portion thereof. In the event the Parties elect to retain the services of one or more third persons to prepare or assist in the preparation of the Redevelopment Plan, no such third person shall be hired or otherwise be retained unless and until the Parties agree on the formula for paying for the services of such third person. Any such Redevelopment Plan shall provide that any private or public stormwater sewer system constructed on the Redevelopment Sites shall allow the owner of 1505 and 1507 East Washington Street, Urbana, Illinois to connect its private stormwater sewer system that serves said owner's three apartment buildings to such stormwater sewer system constructed on the Redevelopment Sites unless the City expressly and in writing waives this specific term and condition.

SECTION 2 - DEVELOPMENT AGREEMENT: The Parties jointly selected Northpointe Development to serve as the Development Partner in the Redevelopment Plan to be undertaken at the redevelopment sites. The Parties shall negotiate mutually acceptable terms of agreement with Northpointe for undertaking of the Affordable Housing project.

SECTION 3 - REDEVELOPMENT SITES: The City, in its sole discretion and on terms acceptable to the City, may elect to transfer title to the Redevelopment Sites to another person, whether a governmental entity, not-for-profit entity, for-profit entity, or other private person in order to undertake and complete the Redevelopment Project involving the Redevelopment Sites.

SECTION 4 - REDEVELOPMENT PLAN AND PROJECT FINANCING: The Parties anticipate that the Redevelopment Project will be financed through a variety of sources including but not necessarily limited to financial assistance from local, state, and federal sources, which include the City and the Authority. Such financing sources may include but shall not necessarily be limited to Low Income Housing Tax Credits, HUD financing, private investment, gifts, and such other sources that are known to and/or have yet to be identified by the Parties. Notwithstanding the foregoing,

- A. The City, at its sole election and upon terms and conditions agreeable to it, may -
 - i. provide indirect financial assistance in connection with the Redevelopment Project including, but not necessarily limited to, waivers of fees, permit costs, and other applicable costs; and/or
 - ii. provide and/or facilitate the provision of such other funds as are or may be available to the City for such a project; and/or

iii. facilitate access to and use of funding sources available to the City that may be willing to fund or finance such a project; and/or

iv. subordinate any City lien and/or financing currently in place, including but not necessarily limited to secondary HOME financing and/or demolition liens as may be needed in order to secure additional funding or financing for the Redevelopment Project or portion thereof, provided that the units supported by such financing remain affordable as defined and through the terms stipulated in the HOME loan documents.

B. The Authority, at its sole election and upon terms and conditions agreeable to the Authority, may -

i. provide "gap" financing; and/or

ii. provide long-term project-based subsidies; and/or

iii. provide and/or facilitate the provision of such other funds as are or may be available to the Authority for such a project; and/or

iv. facilitate access to and use of funding sources available to the Authority that may be willing to fund or finance such a project.

Nothing herein shall constitute a representation, warranty, promise, or obligation by or on the part of the either Party to contribute that Party's own funds to the Redevelopment Project. However, notwithstanding the foregoing, the Parties, jointly and separately, shall undertake reasonable good faith efforts to locate sources of funding, which may include but not necessarily be limited to governmental and private sources of funding, to undertake and complete the Redevelopment Project.

SECTION 5 - APPLICABILITY OF CITY CODES: Nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the Redevelopment Project other than the fees as the City may agree, but is not obligated, to waive as provided for in Section 4 of this Agreement. In the event that the Redevelopment Project is undertaken and completed, nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the properties that have, heretofore, been identified as the Redevelopment Sites.

SECTION 6 - ANTICIPATED TIME FOR REDEVELOPMENT: To the extent practicable, the Parties shall make a reasonable good faith effort to complete such redevelopment funding applications as they deem proper in order to complete the Affordable Housing redevelopment project. To the reasonable extent practicable, the Parties shall make a good faith effort, whether jointly or in cooperation with one or more private developers, to undertake and complete the Redevelopment Project on or before December 31, 2024. In the event that the Parties make a reasonably good faith effort to meet the aforesaid deadlines but fail to do so, such failure

shall not be deemed to constitute a breach of or a default on this Agreement and the Parties shall continue to cooperate with each other in an effort to complete the Redevelopment Plan and Redevelopment Project in a reasonably timely manner.

SECTION 7 - DEFAULT AND CURE: In the event that either Party believes that the other Party has acted unreasonably or has defaulted in connection with any term, provision, or covenant contained in this Agreement, that Party shall give written notice to the other Party, which written notice shall identify the Section of this Agreement that the noticing Party believes has been breached. Such notice shall also specify in reasonable detail the means by which the other Party has acted unreasonably and/or breached this Agreement. The Party receiving the notice shall have fourteen (14) days in which to cure the alleged unreasonable conduct or breach, provide a different date by which the Party receiving the notice believes it can correct the unreasonable act or default, or provide in writing to the noticing Party why the recipient of the notice has not acted unreasonably or in breach of this Agreement. If the recipient of the notice believes that it has not acted unreasonably or otherwise in breach of this Agreement, that Party shall specify in detail why it believes it has acted reasonably and/or why it does not believe that it is in breach of this Agreement. In the event that the Parties cannot reach consensus on whether the recipient of the notice has either acted unreasonably or breached this Agreement, then either Party may terminate this Agreement by providing written notice to the other Party that advises that the Agreement shall be deemed terminated on the ninetieth (90th) day of the date of such notice of termination.

SECTION 8 - MISCELLANEOUS:

A. **Indemnity:** Each Party agrees to defend and hold harmless the other Party and its officers, agents, and employees from and for any and all losses, costs, expenses, demands, claims, causes, causes of action, judgments, and liabilities sustained and/or alleged to have been sustained in connection with, as a result of, and/or arising out of the intentional, willful, wanton, or gross negligence of the other Party in connection with the performance or undertaking of any obligation provided for in this Agreement. Nothing herein shall be deemed, interpreted, or construed as constituting and or extending any indemnity, hold harmless, or duty to defend covenant to the intentional, willful, wanton, grossly negligent, or negligent acts of any third person unless one or both Parties to this Agreement otherwise agree in writing to indemnify and/or hold harmless such other third person. This indemnity, hold harmless, and duty to defend provision shall not expire until the statute of limitations, including any tolling period therefor, expires. In the event either Party to this Agreement seeks or elects to invoke the indemnity, hold harmless, and/or duty to defend provision contained herein, such Party shall provide the other Party with written notice of such intent to exercise this Sub-Section and such notice shall provide such information as is necessary to inform or otherwise apprise the recipient of such notice of the basis and reason for seeking to exercise the terms, provisions and covenants contained in this Sub-section.

B. **Notices:** Any and all notices required to be given by this Agreement shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

- i. If by First Class U.S. Postal Service: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered, or certified mail with return

receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.

~~ii. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate-fore stated conditions is not met, the notice shall be deemed ineffective.~~

iii. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available tracking of the delivery of such notice, which tracking shall include the date and time when such delivery to the recipient Party was made.

iv. If by personal service: Any and all notices that are personally served on the recipient Party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit that states the date when such personal delivery was made.

C. Record Keeping: The Parties agree to keep and maintain any and all records and documents created in connection with the creation of the Redevelopment Plan and any undertaking of the Redevelopment Project. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq.*).

D. Severability: If any term or other provision of this Agreement is declared by a court or administrative agency of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either Party. Notwithstanding the immediate foregoing, if in any such proceeding, one Party's performance under this Agreement is declared to be unenforceable by the other Party, then this Agreement shall be deemed to automatically terminate with such termination date to be effective on the date when such declaration, finding, order, or decree is entered.

E. Entirety of Agreement: This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled.

F. Amendment or Modification: This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.

G. Waiver: Any waiver or release by one Party of the other Party of any term, condition or covenant contained in this Agreement shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such waiver. Any such waiver shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Agreement.

H. Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

I. Governing Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Agreement. In the event that any action is filed which seeks to interpret, enforce, or declare breach of this Agreement, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Champaign County, Illinois.

J. Representations and Warranties of Authority to Execute: The Parties represent and warrant that the person executing this Agreement on the respective Party's behalf is duly authorized to do so.

K. Termination and Expiration of Agreement: This Agreement shall terminate upon the occurrence of any one of the following:

- i. Completion of the Redevelopment Project as substantially provided for in such Redevelopment Plan or any amendment thereto.
- ii. After a reasonable good faith effort has been undertaken by the Parties to undertake the Redevelopment Project in accordance therewith but without success and upon written notice of one Party to the other Party to such effect.
- iii. Upon the Parties' failure, following reasonable good faith efforts, to obtain the necessary participation and financing by one or more third persons to undertake the Redevelopment Project.
- iv. Upon mutual agreement of the Parties which Agreement shall be in writing whether for cause or without cause.
- v. Upon a breach or default of this Agreement where the non-breaching or non-defaulting Party declares in writing that this Agreement shall be terminated as of a date provided in such notice of breach or notice of default.

For the City of Urbana:

For the Housing Authority of Champaign County:

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

Exhibit A

Affordable Housing Project

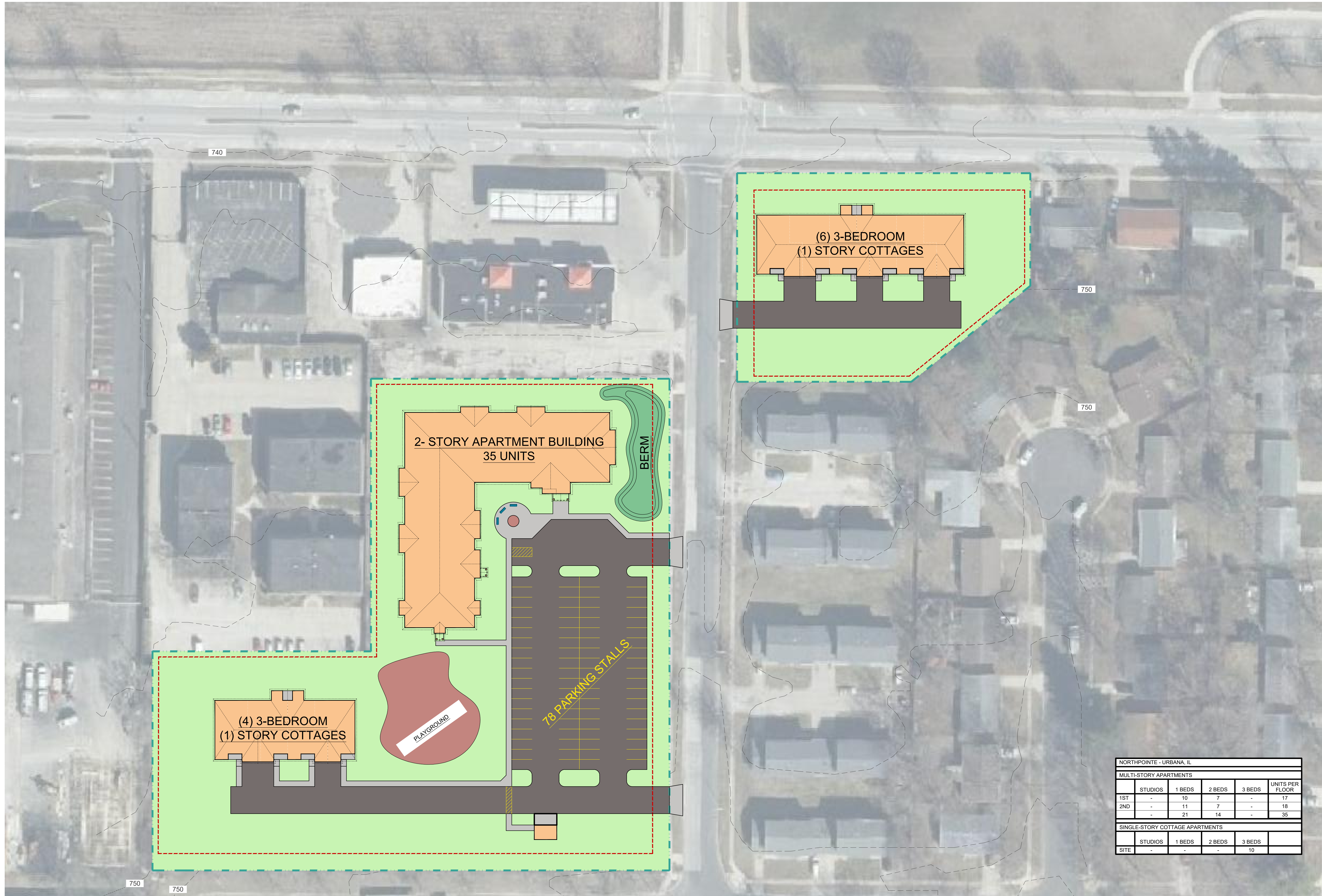
Project Description

Prairie Ridge Apartments include:

- At least 40 units of affordable housing targeting families earning between 30 – 80% of County Median Income
- Emphasis on a low-density design including a two-story apartment building with walk-out units and cottage-style ranch townhome buildings
- Community amenity space such as a playground and small-scale community garden
- A potential partnership between Northpointe Development and the Housing Authority with the Housing Authority serving as the 51% owner of the development
- Increasing the city's tax base through the redevelopment of a community garden and an underutilized city-owned lot

DRAWING INDEX

Each subcontractor shall possess, review, and be responsible for all drawing sheet information.



NORTHPOINTE - URBANA, IL					
MULTI-STORY APARTMENTS					
	STUDIOS	1 BEDS	2 BEDS	3 BEDS	UNITS PER FLOOR
1ST	-	10	7	-	17
2ND	-	11	7	-	18
	-	21	14	-	35
SINGLE-STORY COTTAGE APARTMENTS					
	STUDIOS	1 BEDS	2 BEDS	3 BEDS	
SITE	-	-	-	10	

PROJECT NAME:
Northpointe
 Concept Drawings
 URBANA, IL

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PRELIMINARY DATES
 09/29/22

****NOT FOR CONSTRUCTION****

PROPOSED SITE PLAN
 SCALE: 1" = 40" (WITH FULL SIZE PRINTS)

TITLE / SITE PLAN

SHEET:

C1.0

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #3 - Omnibus)

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

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2022 and ending June 30, 2023; and

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

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

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

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

Section 1.

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

Section 2.

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

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

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

DATE: September 29, 2022

SUBJECT: FY2023 Budget Amendment #3 – Omnibus

Introduction: Attached is an Ordinance revising the FY2023 annual budget to provide for items described below. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

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

General Operating Fund (100):

Rebudget items: A number of purchases and projects that were not completed in FY2022 will be rebudgeted to the FY2023 budget. These items include:

- Equipment – certain equipment line items are budgeted at a level amount annually and then routinely rebudgeted to account for the fact that purchases are not made in equal annual amounts. This includes multiple equipment line in various departments (a total of \$133,142).
- Police Uniforms - \$15,018 for items provided by the City, such as ballistic vests.
- Police Medical Services - \$21,093 for periodic physical exams for police officers.
- Police Community Safety Evaluation - In the FY22 budget, a total of \$186,758 was set aside to be used for an evaluation of the City’s public safety needs. These funds derived from the unspent \$92,500 allocated in the FY21 budget for the “One Door” program and the related \$94,258 allocated in the FY22 budget for an alternate response model. During the FY23 budget process, only a portion (\$94,258) of the total FY22 unspent funds was carried over. This amendment is to carryover the remaining unspent funds of \$92,465 to FY23 budget.

Assistance to Firefighters Grant (AFG) Program – Fire Department: The City of Urbana Fire Department has been awarded \$98,182 in federal funding for training purposes. The Assistance to Firefighters Grant (AFG) program requires approved entities to contribute non-federal funds equal to or greater than 10% of the federal funds awarded. The City of Urbana Fire Department submitted a total budget of \$108,000 so the department’s share will be \$9,818 for a total of \$108,000 budgeted in training. Acceptance of the grant by the City Council will be on the same agenda.

Station 4 Equipment – Fire Department: It was brought to our attention that the City’s contract with University of Illinois for Fire Protection Services states that the City is responsible for the replacement and maintenance of movable equipment. Several pieces of specialized fire equipment and residential appliances at Station 4 are at the end of their life cycle and are due for replacement. A total of \$105,745 has been estimated to cover the replacement costs of the following items:

- Residential appliances (i.e. stove, microwave, refrigerator, etc.) - \$8,300
- Commercial washer - \$10,938 (will be added to the VERF)
- Commercial dryer - \$7,243 (will be added to the VERF)
- Breathing air compressor - \$79,264 (will be added to the VERF)

The commercial washer and dryer and breathing air compressor will be set up as new VERF items scheduled to be replaced every 20 years and 30 years, respectively. A one-time transfer of the total estimated cost (\$97,445) will be transferred to VERF for this purchase.

Illinois Arts Council Grant – Community Development: The Illinois Arts Council Grant Agency has awarded the City with a grant of \$8,300 which will be added to the FY2023 budget. This grant is to be used for summer interns/temporary employees. This will be budgeted to reflect related revenue and expense.

Intergovernmental Payment – CUSWDS: A payment to Champaign-Urbana Solid Waste Disposal System (CUSWDS) was inadvertently omitted from the adopted budget. A total of \$27,203 will be added to the FY2023 budget.

Self-Made Kingz Program – Human Rights & Equity: A total of \$17,904 will be reallocated from vacancy-related savings for assistance to the School District to support a Student, Family, and Community Support Specialist who will be tasked with leading the Self-Made Kingz program, working with other trauma-informed groups, and supporting other anti-violence efforts. This is in anticipation of ARPA funding for a 3-year term.

Capital Replacement & Improvement Fund (200): The Department of Commerce and Economic Opportunity (DCEO) had a grant available under the capital improvements section of their Generate Energy Savings Program. This grant was originally programmed as a grant that would be received during the course of the project, however, due to many factors, it was changed into a reimbursement grant that would be paid out after project completion. The grant is only for a portion of the project and not for the entirety of the project. The grant awarded from the DCEO is \$93,000, which will be added to the FY2023 budget. A detailed overview of this grant was presented on September 19, please refer to resolution No. 2022-09-073R.

Vehicle & Equipment Replacement Fund (VERF) (300):

Rebudget items: A number of purchases and projects that were not completed in FY2022 will be rebudgeted to the FY2023 budget. These items include:

- Community Development Vehicle - \$17,395
- Public Works Vehicle - \$66,556
- HRF Copier - \$9,589

- Public Works Equipment -\$98,744

Station 4 VERF Items – Fire Department: This amendment would transfer necessary funds for the purchase of specialized fire equipment (\$97,445) from the General Fund to the VERF. Based on the amount and useful life of this equipment, these items should be treated as capital equipment and budgeted in the VERF.

Landscape Recycling CTR Fund (301) – Rebudget: A total of \$5,325 scheduled replacement equipment that was not purchased in FY2022 will be rebudgeted to FY2023 budget.

Police Special Fund (310) – Rebudget: A total of \$1,751 scheduled replacement equipment that was not purchased in FY2022 will be rebudgeted to FY2023 budget.

CUSWDS (322): The FY2023 estimated revenues didn't get updated in the system during the budget process due to an oversight. This amendment is to reflect the updated total revenue estimate of \$67,044 in FY2023.

Community Development Special Fund (330): The CD Special Fund will receive additional revenue for administrative costs related to the Department of Commerce and Economic Opportunity grant described below; this will increase the revenue by \$50,000.

Community Development Grants Fund (331):

Department of Commerce and Economic Opportunity (DCEO) Grant: The City of Urbana received notice from the State of Illinois that a grant in the amount of \$2,000,000 was awarded for Community Development Capital Improvement Projects, Violence Prevention, and Administrative costs through the legislative budget. This grant is structured as reimbursement for projects throughout the course of the grant period. A total of \$1,500,000 will be allocated for capital improvement projects, \$250,000 will be allocated towards Affordable Housing, and \$200,000 will be allocated towards Violence Prevention program. A total of \$50,000 of that amount will be allocated for administrative costs, which increases revenues in the CD Special Fund (330). A detailed overview of this grant was presented on September 19, please refer to resolution No. 2022-09-074R.

Parking Fund (500) – Rebudget: A total of \$27,088 for scheduled equipment replacements will be rebudgeted to FY2023 budget.

Fiscal Impact: The new estimated ending fund balance in the General Operating Fund would be \$12,822,377, which is 32.99% of recurring expenditures.

Alternatives:

1. Forward the Ordinance amending the FY2023 budget to City Council for approval on October 10, 2022.
2. Amend one or more of the items before forwarding to Council for approval.

Recommendation: Forward the budget amendment authorizing these adjustments to the FY2023 budget for approval at the October 10, 2022 City Council meeting.

Budget Amendment 2022/23 - 03 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL FUND (100)						
<u>Revenues</u>						
100-41320	30004-FED	FEDERAL GRANTS - PUBLIC SAFETY	577,010	675,192	98,182	FD AFG
100-41150	50515-ST	STATE GRANTS - CULTURE & RECR	14,400	23,000	8,600	IL Arts Council Agency Grant
Total Revenues			4,843,224	4,941,406	98,182	
<u>Expenditures</u>						
10020200-52199		POLICE ADMINISTRATION - OTHER PROFESSIONAL SERVICES	191,250	283,715	92,465	rebudget - community safety eval
10015150-51411		HRF - SMALL SCHEDULED EQUIPMENT	1,573	7,282	5,709	rebudget - scheduled replacement
10030300-51411		FIRE OPERATIONS - SMALL SCHEDULED EQUIPMENT	14,403	17,579	3,176	rebudget - scheduled replacement
10040400-51411		PW ADMINISTRATION - SMALL SCHEDULED EQUIPMENT	670	1,852	1,182	rebudget - scheduled replacement
10040402-51411		PW LANDSCAPE MANAGEMENT - SMALL SCHEDULED EQUIPMENT	6,643	26,175	19,532	rebudget - scheduled replacement
10040420-51411		PW TOOL ROOM - SMALL SCHEDULED EQUIPMENT	12,570	69,799	57,229	rebudget - scheduled replacement
10040440-51411		PW ENGINEERING - SMALL SCHEDULED EQUIPMENT	1,924	28,894	26,970	rebudget - scheduled replacement
10015153-51410		PARKING ENFORCEMENT - SMALL TOOLS & EQUIPMENT	1,449	2,614	1,165	rebudget - scheduled replacement
10020202-51410		POLICE CRIMINAL INVESTIGATION - SMALL TOOLS & EQUIPMENT	877	1,193	316	rebudget - scheduled replacement
10040401-51410		PW URBAN FORESTRY - SMALL TOOLS & EQUIPMENT	5,158	5,273	115	rebudget - scheduled replacement
10040402-51410		PW LANDSCAPE MANAGEMENT - SMALL TOOLS & EQUIPMENT	2,745	3,416	671	rebudget - scheduled replacement
10040420-51410		PW TOOL ROOM - SMALL TOOLS & EQUIPMENT	25,573	26,698	1,125	rebudget - scheduled replacement
10040421-51410		PW SNOW REMOVAL - SMALL TOOLS & EQUIPMENT	6,385	6,780	395	rebudget - scheduled replacement
10040422-51410		PW TRAFFIC CONTROL - SMALL TOOLS & EQUIPMENT	2,098	2,636	538	rebudget - scheduled replacement
10040424-51410		PW STREET MAINTENANCE - SMALL TOOLS & EQUIPMENT	10,295	18,814	8,519	rebudget - scheduled replacement
10040425-51410		PW SEWER MAINTENANCE - SMALL TOOLS & EQUIPMENT	23,473	25,118	1,645	rebudget - scheduled replacement
10040440-51410		PW ENGINEERING - SMALL TOOLS & EQUIPMENT	1,655	5,635	3,980	rebudget - scheduled replacement
10050500-51410		CD ADMIN - SMALL TOOLS & EQUIPMENT	334	658	324	rebudget - scheduled replacement
10050521-51410		CD CODE COMPLIANCE - SMALL TOOLS & EQUIPMENT	345	680	335	rebudget - scheduled replacement
10050522-51410		CD RENTAL HOUSING - SMALL TOOLS & EQUIPMENT	672	888	216	rebudget - scheduled replacement
10020201-51600		POLICE PATROL - UNIFORMS	64,095	79,113	15,018	rebudget - PD uniforms
10020201-52103		POLICE PATROL - MEDICAL SERVICES	7,379	28,472	21,093	rebudget - medical services
10030300-52320	30004-TRAINING	FIRE OPERATIONS - TRAVEL, EDUCATION AND TRAINING	87,752	195,752	108,000	FD AFG grant
10030300-59300		FIRE OPERATIONS - TFR TO VERF FUND	316,396	413,841	97,445	FD Station 4 - TFR to verf
10040410-51320		PW FACILITIES MAINTENANCE - REPAIR & MAINTENANCE MATERIALS	29,895	38,195	8,300	FD Station 4 - residential items
10050504-50120	50515-2023-SALARY	PUBLIC ARTS - SALARY - TEMPORARY EMPLOYEES	7,458	15,400	7,942	IL Arts Council Agency Grant
10050504-50220	50515-2023-FICA	PUBLIC ARTS - FICA & MEDICARE	226	884	658	IL Arts Council Agency Grant
10040450-52500		PW ENVIRONMENT & SUSTAINABILITY - INTERGOVERNMENTAL & AGENCY	334,014	361,217	27,203	Payments to CUSWDS
10010104-50110		HUMAN RIGHTS & EQUITY - SALARY REGULAR EMPLOYEES	165,507	147,603	(17,904)	Savings from community engagement coordinator
10010104-52500		HUMAN RIGHTS & EQUITY - INTERGOVERNMENTAL & AGENCY	-	17,904	17,904	Professional services for Self-Made Kingz program
Total Expenditures			41,206,811	41,718,077	511,266	
Ending Fund Balance (estimated)			12,965,143	12,822,377	(142,766)	
CAPITAL REPLACEMENT & IMPROVEMENT FUND (200)						
<u>Revenues</u>						
200-41130-40602	40602-ST	OTHER STATE GRANTS	-	93,000	93,000	DCEO grant - Matthews Street Light
Total Revenues			12,899,270	12,992,270	93,000	
Ending Fund Balance (estimated)			4,171,470	4,264,470	93,000	
VEHICLE & EQUIPMENT REPLACEMENT FUND (300)						
<u>Revenues</u>						
300-49100		TFR FROM GENERAL FUND	1,340,363	1,437,808	97,445	FD Station 4 - equipments
Total Revenues			1,450,090	1,547,535	97,445	
<u>Expenditures</u>						
30060600-53420	VERF-CD-213	VEHICLES	377,167	394,562	17,395	rebudget - scheduled replacement
30060600-53420	VERF-PW-060	VEHICLES	394,562	431,825	37,263	rebudget - scheduled replacement
30060600-53420	VERF-PW-066	VEHICLES	431,825	461,118	29,293	rebudget - scheduled replacement
30060600-53440	VERF-FIN-203	OTHER EQUIPMENT	307,754	317,343	9,589	rebudget - scheduled replacement
30060600-53440	VERF-PW-001	OTHER EQUIPMENT	317,343	333,794	16,451	rebudget - scheduled replacement
30060600-53440	VERF-PW-015	OTHER EQUIPMENT	333,794	350,399	16,605	rebudget - scheduled replacement
30060600-53440	VERF-PW-043	OTHER EQUIPMENT	350,399	369,710	19,311	rebudget - scheduled replacement
30060600-53440	VERF-PW-017	OTHER EQUIPMENT	369,710	386,382	16,672	rebudget - scheduled replacement
30060600-53440	VERF-PW-003	OTHER EQUIPMENT	386,382	404,449	18,067	rebudget - scheduled replacement
30060600-53440	VERF-PW-004	OTHER EQUIPMENT	404,449	416,087	11,638	rebudget - scheduled replacement
30060600-53440	VERF-FD-234	OTHER EQUIPMENT	416,087	427,025	10,938	FD Station 4 - commercial washer
30060600-53440	VERF-FD-235	OTHER EQUIPMENT	427,025	434,268	7,243	FD Station 4 - commercial dryer
30060600-53440	VERF-FD-236	OTHER EQUIPMENT	434,268	513,532	79,264	FD Station 4 - breathing air compressor
Total Expenditures			1,409,058	1,698,787	289,729	
Ending Fund Balance (estimated)			4,681,085	4,681,085	-	
LANDSCAPE RECYCLING CTR FUND (301)						
<u>Expenditures</u>						
30140402-51410		SMALL TOOLS & EQUIPMENT	8,119	13,444	5,325	rebudget - scheduled replacement
Total Expenditures			1,192,300	1,197,625	5,325	
Ending Fund Balance (estimated)			396,571	396,571	-	
POLICE SPECIAL FUND (310)						
<u>Expenditures</u>						
31020206-53440		OTHER EQUIPMENT	23,000	24,751	1,751	rebudget - scheduled replacement
Total Expenditures			101,827	103,578	1,751	
Ending Fund Balance (estimated)			188,662	188,662	-	

CUSWDS (322)

<u>Revenues</u>					
322-41699		OTHER INTERGOV PAYMENTS	12,967	67,044	54,077
Total Revenues			13,217	67,294	54,077
Ending Fund Balance (estimated)			144,490	198,567	54,077

Update revenue estimate

COMMUNITY DEV SPECIAL FUND (330)

<u>Revenues</u>					
330-49331		TFR FROM CD GRANT FUND	372,234	422,234	50,000
Total Revenues			373,234	423,234	50,000
Ending Fund Balance (estimated)			24,464	74,464	50,000

DCEO grant - admin salary tfr from CD grant fund

COMMUNITY DEV GRANTS FUND (331)

<u>Revenues</u>					
33150537-41160	50600-2023	OTHER STATE GRANT	-	2,000,000	2,000,000
Total Revenues			6,100,533	8,100,533	2,000,000
<u>Expenditures</u>					
33150537-53200-40800	40800-CONST-DCEO	BUILDING	-	1,500,000	1,500,000
33150537-52800	50600-2023-AH	GRANT MISC CONTRACTUAL SERVICE	-	250,000	250,000
33150537-52800	50600-2023-VP	GRANT MISC CONTRACTUAL SERVICE	250,000	450,000	200,000
33150537-59330	50600-2023-ADMIN	TFR TO CD SPECIAL FUND	-	50,000	50,000
Total Expenditures			6,100,533	8,100,533	2,000,000
Ending Fund Balance (estimated)			(294,244)	(294,244)	-

DCEO grant total

DCEO - for CIP city facility improv
DCEO grant - Affordable Housing
DCEO grant - Violence prevention
DCEO grant - Admin costs TFR to 330

PARKING FUND (500)

<u>Expenditures</u>					
50040412-51410		SMALL TOOLS & EQUIPMENT	32,199	59,287	27,088
Total Expenditures			1,926,211	1,953,299	27,088
Ending Fund Balance (estimated)			8,920	8,920	-

rebudget - scheduled replacement



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Darius L. White, Economic Development Coordinator
Stephony McMahon, Economic Development Supervisor

DATE: September 29, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT (Champaign County Black Chamber of Commerce, Fiscal Year 2022-23)**

Introduction

Pursuant to the City Council's inclusion of support for African American businesses through financial support to The Champaign County Black Chamber of Commerce (CCBCC) in the planned City Budget for Fiscal Year 2022-2023, staff has prepared an agreement for the provision of economic development services by the CCBCC for the benefit of the City.

The City Council is asked to consider a resolution adopting an Economic Development Agreement for funding CCBCC. This proposed agreement covers activities in this Fiscal Year, from July 1, 2022 to June 30, 2023, and a contribution by the City of Urbana of \$5,000.

CCBCC is dedicated to economically empowering and sustaining African American communities through access to capital, contracting, entrepreneurial training, business development, and advocacy. CCBCC is an affiliate chamber of the Illinois Black Chamber of Commerce. Their shared vision is to help African American businesses to become sustainable, high-growth enterprises by assisting them with building their capacity, allowing them to complete effectively in local, state, federal, and commercial contracts.

Discussion

The proposed agreement includes reporting to City staff business contact list and survey results and providing events for African American businesses. The agreement would require CCBCC to make an annual presentation to the Mayor and City Council, and provide the City with end of year report.

The City of Urbana would like representation on CCBCC board to foster a relationship with CCBCC.

Fiscal Impacts

The \$5,000 sponsorship for fiscal year 2022-23 is included in the approved City budget from the General Fund.

Options

The City Council has the following options with respect to this proposed agreement:

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested.
3. Do not forward the Resolution to City Council

Recommendation

Staff recommends that the City Council forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.

RESOLUTION NO. _____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT****(Champaign County Black Chamber of Commerce, Fiscal Year 2022-2023)**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the State of 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 has determined that supporting the growth and sustainability of African American businesses provides a benefit to the City; and

WHEREAS, the Champaign County Black Chamber of Commerce (“CCBCC”) is developed to provide support and services to African American businesses for the City and the Champaign County region; and

WHEREAS, the City and CCBCC believe that it would be mutually beneficial to the City and CCBCC to develop an agreement whereby CCBCC would provide services for and on behalf of the City and the City would reasonably compensate CCBCC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Black Chamber of Commerce, a 501c.6 Not-For-Profit Corporation, 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 deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

As Authorized by City of Urbana Resolution No. _____

**AGREEMENT BETWEEN THE CITY OF URBANA &
THE CHAMPAIGN COUNTY BLACK CHAMBER OF COMMERCE**

THIS AGREEMENT (“Agreement”) is entered into this ____ day of October, 2022 by and between the **City of Urbana** (“City”) and **The Champaign County Black Chamber of Commerce** (“CCBCC”).

WHEREAS, CCBCC is a non-profit organization that is dedicated to economically empowering and sustaining African American communities through access to capital, contracting entrepreneurial training business development, and advocacy: and

WHEREAS, the City is endeavoring to increase contracting opportunities for disadvantaged businesses that are minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and veteran-owned business enterprises (VBE); and

WHEREAS, the City wishes to engage CCBCC to assist in coordinating of networking events (minimum of three events) to gather contact information and survey the needs of African American businesses to assist the City Council goal of supporting non-traditional businesses.

NOW, THEREFORE, the parties agree to the following:

I. SCOPE OF SERVICES

Services provided by CCBCC:

- CCBCC will be present in-person at all networking event hosted by the organization.
- CCBCC will coordinate registration and networking icebreakers and will emcee the presentation portion of the event.
- CCBCC will arrange for the venue (within Urbana city limits) and refreshments at all networking events.
- CCBCC may partner with other organizations to utilize their resources to provide educational components to the networking events that will assist the businesses in entrepreneurial training, business development and sustainability.
- CCBCC will provide contractor directory (including services) following the events.
- CCBCC will administer a survey following the event to all contractors for feedback.
- CCBCC will meet quarterly with City of Urbana economic development staff for program updates.
- CCBCC has the option of hosting a Black Business Expo

Services provided by the City:

- The City will provide contact information on all African American businesses collected prior to networking events.
- The City will be in attendance and provide an economic development update at networking events.
- The City will provide a staff as a member of the CCBCC board

II. DURATION OF SERVICE

Services provided by CCBCC shall commence on the date this Agreement is signed by both parties and end on June 30, 2023, unless otherwise extended by written modification to this Agreement.

III. CITY MONETARY FUNDING TO CCBCC

Fiscal Year 2022-2023: \$5,000

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed Five Thousand Dollars and 00/100 (\$5,000.00) for the services described above. The City will pay CCBCC within two weeks of the presentation of an invoice for payment. The invoice will specify the services performed to date. Invoices for partial payment may be submitted and paid as the work progresses. Invoices shall not presented more frequently than every two weeks.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City

Darius White
 City of Urbana
 Economic Development Coordinator
 400 S. Vine St.
 Urbana, IL 61801
 217.384.6288
dlwhite@urbanaininois.us

CCBCC

William Kyles
 CC Black Chamber of Commerce
 President
 408 Taylor Thomas Lane
 Champaign, IL 61820
 217.552.3625
wkyles@ilbcc.org

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS**A. Hold Harmless**

CCBCC shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of CCBCC's performance or nonperformance of the services or subject matter called for in this Agreement.

B. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or CCBCC from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and CCBCC.

C. Default

In the event that either party to this agreement believes the other party has defaulted on the terms of this Agreement, notice shall be given and a reasonable period of time to cure the default shall be provided. If the default remains unresolved after a reasonable period of time, then this Agreement shall terminate and the City will be obligated to pay only for the services rendered up to the date of the default.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The City’s failure to act with respect to a breach by CCBCC does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and CCBCC for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CCBCC with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR CCBCC:

Diane Wolfe Marlin, Mayor

William Kyles, President

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Maryka Baraka, Treasurer



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Darius L. White, Economic Development Coordinator
Stephany McMahon, Economic Development Supervisor

DATE: September 29, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT (Champaign County Black Chamber of Commerce, Fiscal Year 2022-23)**

Introduction

Pursuant to the City Council's inclusion of support for African American businesses through financial support to The Champaign County Black Chamber of Commerce (CCBCC) in the planned City Budget for Fiscal Year 2022-2023, staff has prepared an agreement for the provision of economic development services by the CCBCC for the benefit of the City.

The City Council is asked to consider a resolution adopting an Economic Development Agreement for funding CCBCC. This proposed agreement covers activities in this Fiscal Year, from July 1, 2022 to June 30, 2023, and a contribution by the City of Urbana of \$5,000.

CCBCC is dedicated to economically empowering and sustaining African American communities through access to capital, contracting, entrepreneurial training, business development, and advocacy. CCBCC is an affiliate chamber of the Illinois Black Chamber of Commerce. Their shared vision is to help African American businesses to become sustainable, high-growth enterprises by assisting them with building their capacity, allowing them to complete effectively in local, state, federal, and commercial contracts.

Discussion

The proposed agreement includes reporting to City staff business contact list and survey results and providing events for African American businesses. The agreement would require CCBCC to make an annual presentation to the Mayor and City Council, and provide the City with end of year report.

The City of Urbana would like representation on CCBCC board to foster a relationship with CCBCC.

Fiscal Impacts

The \$5,000 sponsorship for fiscal year 2022-23 is included in the approved City budget from the General Fund.

Options

The City Council has the following options with respect to this proposed agreement:

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested.
3. Do not forward the Resolution to City Council

Recommendation

Staff recommends that the City Council forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.

As Authorized by City of Urbana Resolution No. _____

**AGREEMENT BETWEEN THE CITY OF URBANA &
THE CHAMPAIGN COUNTY BLACK CHAMBER OF COMMERCE**

THIS AGREEMENT (“Agreement”) is entered into this ____ day of October, 2022 by and between the **City of Urbana** (“City”) and **The Champaign County Black Chamber of Commerce** (“CCBCC”).

WHEREAS, CCBCC is a non-profit organization that is dedicated to economically empowering and sustaining African American communities through access to capital, contracting entrepreneurial training business development, and advocacy: and

WHEREAS, the City is endeavoring to increase contracting opportunities for disadvantaged businesses that are minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and veteran-owned business enterprises (VBE); and

WHEREAS, the City wishes to engage CCBCC to assist in coordinating of networking events (minimum of three events) to gather contact information and survey the needs of African American businesses to assist the City Council goal of supporting non-traditional businesses.

NOW, THEREFORE, the parties agree to the following:

I. SCOPE OF SERVICES

Services provided by CCBCC:

- CCBCC will be present in-person at all networking event hosted by the organization.
- CCBCC will coordinate registration and networking icebreakers and will emcee the presentation portion of the event.
- CCBCC will arrange for the venue (within Urbana city limits) and refreshments at all networking events.
- CCBCC may partner with other organizations to utilize their resources to provide educational components to the networking events that will assist the businesses in entrepreneurial training, business development and sustainability.
- CCBCC will provide contractor directory (including services) following the events.
- CCBCC will administer a survey following the event to all contractors for feedback.
- CCBCC will meet quarterly with City of Urbana economic development staff for program updates.
- CCBCC has the option of hosting a Black Business Expo

Services provided by the City:

- The City will provide contact information on all African American businesses collected prior to networking events.
- The City will be in attendance and provide an economic development update at networking events.
- The City will provide a staff as a member of the CCBCC board

II. DURATION OF SERVICE

Services provided by CCBCC shall commence on the date this Agreement is signed by both parties and end on June 30, 2023, unless otherwise extended by written modification to this Agreement.

III. CITY MONETARY FUNDING TO CCBCC

Fiscal Year 2022-2023: \$5,000

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed Five Thousand Dollars and 00/100 (\$5,000.00) for the services described above. The City will pay CCBCC within two weeks of the presentation of an invoice for payment. The invoice will specify the services performed to date. Invoices for partial payment may be submitted and paid as the work progresses. Invoices shall not presented more frequently than every two weeks.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City

Darius White
 City of Urbana
 Economic Development Coordinator
 400 S. Vine St.
 Urbana, IL 61801
 217.384.6288
dlwhite@urbanaininois.us

CCBCC

William Kyles
 CC Black Chamber of Commerce
 President
 408 Taylor Thomas Lane
 Champaign, IL 61820
 217.552.3625
wkyles@ilbcc.org

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS**A. Hold Harmless**

CCBCC shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of CCBCC's performance or nonperformance of the services or subject matter called for in this Agreement.

B. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or CCBCC from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and CCBCC.

C. Default

In the event that either party to this agreement believes the other party has defaulted on the terms of this Agreement, notice shall be given and a reasonable period of time to cure the default shall be provided. If the default remains unresolved after a reasonable period of time, then this Agreement shall terminate and the City will be obligated to pay only for the services rendered up to the date of the default.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The City’s failure to act with respect to a breach by CCBCC does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and CCBCC for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CCBCC with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR CCBCC:

Diane Wolfe Marlin, Mayor

William Kyles, President

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

Maryka Baraka, Treasurer

RESOLUTION NO. _____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ECONOMIC DEVELOPMENT AGREEMENT****(Champaign County Black Chamber of Commerce, Fiscal Year 2022-2023)**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the State of 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 has determined that supporting the growth and sustainability of African American businesses provides a benefit to the City; and

WHEREAS, the Champaign County Black Chamber of Commerce (“CCBCC”) is developed to provide support and services to African American businesses for the City and the Champaign County region; and

WHEREAS, the City and CCBCC believe that it would be mutually beneficial to the City and CCBCC to develop an agreement whereby CCBCC would provide services for and on behalf of the City and the City would reasonably compensate CCBCC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Black Chamber of Commerce, a 501c.6 Not-For-Profit Corporation, 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 deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Sheila E. Dodd, Interim Community Development Director
Darius L. White, Economic Development Coordinator
Stepheny McMahan, Economic Development Supervisor

DATE: October 6, 2022

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN ECONOMIC DEVELOPMENT
AGREEMENT (Champaign County Economic Development
Corporation, Fiscal Year 2022-23)**

Revision

An error was made in regards to the resolution to execute an agreement with the Champaign County Economic Development Corporation for FY2022-23. The amount requested should have been \$33,763 as it was last year. City staff did not intend nor did the EDC expect to receive an increase in the amount of the FY22-23 contribution.

Per Alderman Wilken's question regarding the City of Urbana contribution being 10% of the total EDC budget, Director Carly McCrory McKay responded to ED staff that, although the FY23 budget has not been approved, the core budget (which includes public and private funding without grants or event income) is expected to be \$464,000 of which 10% would be \$46,400. Urbana's proposed contribution of \$33,763 is 7.23% of the total core budget.

The attached EDC FY22 budget is \$681,082.30. The core budget according to McKay when removing grant income is \$384,783 of which 10% would be \$38,478.30, the amount the EDC requested last year and was denied.

Introduction

Pursuant to the City Council's inclusion of funding for the Champaign County Economic Development Corporation (EDC) in the planned City Budget for Fiscal Year 2022-2023, staff has prepared a renewed agreement for the provision of regional economic development services by the EDC for the benefit of the City and the regional economy.

The City Council is asked to consider a resolution adopting an Economic Development Agreement for funding EDC. This proposed agreement covers activities in this Fiscal Year, from July 1, 2022 to June 30, 2023, and a contribution by the City of Urbana of \$33,763. The amount represents approximately 7.2% of their total core budget.

EDC has brought together community leaders to support economic development in Champaign County since its founding in 2001. During this time, the organization has sought to undertake activities and form public-private partnerships that benefit Champaign County businesses and the local economy. EDC's activities have included direct technical support to local businesses by operating the Illinois Small Business Development Center (SBDC) and International Trade Center (ITC), promoting local manufacturers through the Made In Champaign County program, highlighting regional creative talent by organizing the annual Innovation Celebration, supporting the growth of the regional airport with the #iFlyCU campaign and work on air service development, and promoting the region as a home of creative talent to young professionals with the You're Welcome CU marketing initiative, one of their many talent efforts.

EDC and SBDC staff provide a number of direct services that support Urbana's overarching economic development goals. These services include business visits with major employers, business counseling, and confidential consultation with City staff, developer/business lead generation, coordination with state agencies, and regional public-private coordination.

The EDC is proactive in sharing information on state and federal financial resources through numerous webinars and online posts, applying for and assisting communities in applying for funds, and guiding businesses in need throughout the county on how to apply for essential funding.

Last year, the Champaign County EDC was approved by the State of Illinois to become a Community Navigator which will come with funding to assist small, and minority owned businesses in finding resources to overcome the economic hardship caused by the pandemic. The Community Navigator program is a hub-and-spoke model, whereby regional partners ("hubs") partner with sub-grantees that are community-based organizations ("spokes") located in low- and moderate- income (LMI) census tracts. Community navigators perform intensive outreach to ensure that small and hard-to-reach businesses are aware of economic relief funds available. Additionally, navigators provide one-on-one technical assistance to support businesses in understanding how to access relief.

Discussion

The proposed agreement includes reporting requirements to staff and City Council including submittal of the most recent strategic plan: Engage 2020-2023 (**Exhibit A: EDC Engage 2020-2023 Strategic Plan**) and annual EDC Budget (**to be provided upon approval by the Board of Directors**). The agreement would require EDC to make an annual presentation to the Mayor and City Council, and provide the City with the updated aforementioned documents.

Urbana's Senior Advisor for Integrated Strategy Development, Andrea Ruedi, serves as the City's representative on the EDC Board.

Fiscal Impacts

The \$33,763 sponsorship for fiscal year 2022-23 is included in the approved City budget from the General Fund.

Options

The City Council has the following options with respect to this proposed agreement:

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.
3. Do not forward the Resolution to City Council

Recommendation

Staff recommends that the City Council forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.

Attachments:

- A – EDC 2020-2023 ENGAGE Strategic Plan
- B – 2021 SBDC Annual Report
- C – Chambana Welcome Crew
- D – Hub of AgTech Innovation

As Authorized by City of Urbana Resolution No. _____

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (hereinafter, “Agreement”) is entered into by and between the City of Urbana (hereinafter, the “City”) and the Greater Champaign-Urbana Economic Partnership DBA Champaign County Economic Development Corporation (hereinafter, “EDC”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, EDC is an Illinois not-for-profit corporation which has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and which is certified by the Illinois Department of Commerce and Economic Opportunity as both the Illinois Small Business Development Center (hereinafter, “SBDC”) and the International Trade Center (hereinafter, “ITC”) for Champaign County; and

WHEREAS, the City seeks to provide financial support for ongoing economic development, business development, and workforce development activities in the City of Urbana and Champaign County, as conducted by the EDC; and

WHEREAS, EDC seeks to promote Champaign County as an epicenter of entrepreneurship, innovation, and talent in Central Illinois and the Midwest; and

WHEREAS, EDC is experienced in the development of relationships between governments, businesses, employers, and educational/research institutions in Champaign County to promote new business startups and business growth; retention and expansion of existing employers; improvements in the available workforce by working with schools, Parkland College, the University of Illinois, and employers; and promoting the economic and physical growth of Champaign County; and

WHEREAS, EDC is also experienced in the marketing and promotion of Champaign County to geographic areas and populations outside of Champaign County by utilizing existing communication tools, such as the You’re Welcome CU website, specifically designed marketing campaigns and initiatives, such as the IFLYCU.com Willard Airport marketing program, and experienced in developing awareness campaigns within Champaign County such as “Made in Champaign County”, recurring programs such as CATALYZE, and annual celebrations such as Innovation Celebration; and

WHEREAS, EDC is experienced in coordinating and disseminating site selection RFPs and inquiries to local real estate developers and brokers, and managing real estate regional and site data to provide information to the public and professionals about development opportunities in Champaign County and to perform regional analysis that will inform decision makers and businesses about growth, employment, and development options; and

WHEREAS, EDC is host to and manages the Small Business Development Center and International Trade Center supported by grants from the federal SBA and state DCEO to provide small business advising, promote start up and growth of small businesses in the county, and promote and support the creation of businesses with international sales capabilities; and

WHEREAS, EDC is recognized as the regional point of contact for economic development in Champaign County; and

WHEREAS, the City and EDC seek to form a mutually beneficial arrangement whereby EDC undertakes the foregoing economic development activities for the benefit of Urbana as a key part of the county economy and coordinates such activity with the other municipalities, villages and county government as well as the University of Illinois to expand the regional marketplace for jobs and commerce, and strengthen the economy of the City and Champaign County.

NOW for good, valuable, and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and conditions contained in this Agreement, the Parties agree as follows:

A. CITY OBLIGATIONS TO EDC:

1. City Funding and In-Kind Services to EDC:

- a. **City Monetary Funding to EDC:** The City shall provide EDC with certain funding which EDC may use to operate its business and also perform its duties as the SBDC and ITC for Champaign County. The amount of funding which the City shall provide to EDC for such purpose shall commence of July 1 and end on June 30 shall be:

Fiscal Year 2022-2023: \$33,763

- b. **City In-Kind Services to EDC:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to EDC, but is under no obligation to provide any such in-kind services. The City shall value any in-kind services which it provides to, for, or for the benefit of EDC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City's corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c. **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to "City Funding" or "City Funds" shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

2. Disbursement of Funds: The Parties recognize and agree that it shall be a goal of EDC that, during the term of this Agreement, EDC shall undertake efforts within its own operations, marketing and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to expand its services to businesses. Thus, the Parties intend that EDC's receipt of City Funding shall be based in whole or in part on EDC's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other EDC services, which benefit the City and/or its business community and the City from compensating EDC on covenants, terms and/or conditions separate and apart from those provided for in this Agreement. To this end, EDC shall submit invoices to the City on a quarterly basis on or about July 1st, October 1st, January 2nd and April 1st with each invoice representing one-fourth (1/4th) of the City Funds due in the City Fiscal Year. The City shall disburse City Funds to EDC within thirty (30) days of the City's receipt of an invoice from EDC within the term of this Agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraphs A(1) of this Agreement, EDC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organization's, candidate's, or public office-holder's political campaign, lobbying activities, or other activities which are or may be contrary to EDC's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed or interpreted as prohibiting EDC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

3. Limits on City Funding: Nothing in this Sub-Paragraph shall be deemed, construed or interpreted as limiting the amount of additional funding, if any, which the City may, in its sole discretion, provide to EDC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties.

B. EDC'S OBLIGATIONS TO THE CITY:

1. Promotional, Marketing, and Sponsoring Activities: EDC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a vital part of the Champaign County economy and to coordinate and plan specific activities, events, and materials that promote the City as a unique destination in Champaign County in concert with Urbana businesses and city staff. Such activities shall include but shall not be limited to: support of and participation in City and Urbana business events, promotion and support of businesses located within the City, planning and attending visits to employers identified by the City, holding promotional activities in Urbana businesses, planning and attending business openings or receptions, and including City programs, incentives and events on the EDC website, emails, social media posts, and printed promotional pieces. Such efforts shall also be complimentary to and consistent with EDC's regional efforts to promote all of Champaign County and improve the region's businesses, institutions and industries as a whole.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all EDC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner which

- a. presents the City, its officials, and its business community in a favorable light;
- b. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- c. does not promote any particular religious or political positions or persuasions;
- d. is presented or conducted in a manner so as not to endanger human life, health or safety.

EDC shall comply with all federal, state and City laws, rules and regulations in connection with any and all EDC activities.

2. Board Representation: The City shall designate one person and one alternate to sit on the EDC Board of Directors with full voting authority during the term of this Agreement as is consistent with the EDC bylaws.

3. EDC Budget: EDC shall submit to the City an annual budget approved by the EDC Board of Directors. In the event EDC amends the aforesaid budget, EDC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when EDC's Board of Directors approval of such amendment.

4. EDC Reports to City Council: EDC shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report which shall (i) describe the activities which EDC has undertaken for, on behalf of and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by EDC during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by EDC during the aforesaid City Fiscal Year.

EDC shall annually provide a representative of EDC to present the aforesaid annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of EDC.

5. Dissolution of EDC: In the event that EDC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then EDC shall notify the City at least ninety (90) calendar days before ceasing operations and work in good faith with the City on a written plan for dissolution of the EDC. Such a plan shall be mutually agreed to by the Parties in writing and shall account for the payment of all just debts and obligation of the EDC including any refund to the City as may be agreed to by the Parties.

If within at least sixty (60) calendar days after ceasing operations the Parties do not mutually agree on such a written plan for dissolution as herein described, then EDC, after its payment of all just debts and obligations, shall refund to the City so much of the amount which the City provided to EDC in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example and by way of example only, in the event that the City provided EDC with \$10,000 in the City Fiscal Year 2022-2023 and EDC elects to dissolve on February 29, 2023, then the amount refunded to the City shall be computed as follows: $(\$10,000) \times (244 \div 366) = \$6,666.67$. However, EDC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that EDC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to EDC.

C. MISCELLANEOUS TERMS:

1. Term of Agreement: This Agreement shall commence on July 1, 2022 and shall expire at 11:59 p.m. on June 30, 2023.

2. Default and Opportunity to Cure: In the event that either Party believes that the other Party has defaulted on any covenant, term or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, which governs the obligation which is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice which writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

3. Dispute Resolution: In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

4. Termination:

- a This Agreement may be terminated by the City immediately and without written notice if EDC –

- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
- (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
- (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois which evidences an intent to liquidate or dissolve;
- (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of EDC;
- (v) loses its Illinois Department of Commerce and Economic Opportunity certification as either the SBDC or the ITC for Champaign County;
- (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where EDC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
- (vii) enters into any arrangement with creditors which could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
- (viii) is placed in receivership by a lawful court order;
- (ix.) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence (e.g. an announcements that a business has closed or moved from the City when in fact such business has moved or closed); and/or
- (x) acts or fails to act in a manner which threatens or which may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to EDC shall automatically cease and become wholly null and void. In addition to any other remedy which the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from EDC in an amount calculated as if EDC elected to dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to

meet and discuss such termination prior to the effective date hereunder. In the event of such termination, EDC shall refund to the City so much of those funds which the City has provided to EDC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

5. Refund of Funds: If any event arises which triggers EDC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, EDC shall tender to the City such refund in the amount provided for in this Agreement within sixty (60) calendar days of when the aforesaid event occurred. In the event EDC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

6. Indemnification: EDC agrees to and will indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or which may arise out of or which are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by EDC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require EDC to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or may arise out of or which are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

7. Notices: All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.
- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended

recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.

- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

TO THE CITY:
 Darius White
 Economic Development Coordinator
 City of Urbana
 400 S. Vine St.
 Urbana, IL 61801

TO EDC:
 Carly McCrory
 Champaign County Economic
 Development Corporation
 1817 South Neil Street, Suite 100
 Champaign, IL 61820

8. Waiver: The failure of any Party to enforce any covenant, term or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party’s right to enforce or take action to enforce such covenant, term or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party which has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

9. Assignment: Neither Party shall have the right to assign or otherwise transfer to any third person the Party’s obligation to perform or the right to receive performance of any covenant, term or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a “Party” as referred to in this Agreement.

10. Human Rights: EDC, in all respects, shall comply with the City’s Human Rights Ordinance and, if requested in writing by the City, EDC shall provide such hiring information as requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

11. Representations and Warranties: Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

12. Sole Agreement of the Parties: This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

FOR THE CITY:

FOR EDC:

Diane Wolfe Marlin, Mayor

Carly McCrory, Executive Director

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

John Walsh, Board of Directors Chair

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT

(Champaign County Economic Development Corporation, Fiscal Year 2022-2023)

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

WHEREAS, the City of Urbana has determined that supporting regional economic development coordination and initiatives across Champaign County provides a benefit to the City; and

WHEREAS, the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation (“EDC”) is well positioned to provide those regional economic development services for the City and the Champaign County region; and

WHEREAS, the City and the EDC have previously held a relationship related to regional economic development services; and

WHEREAS, the City and EDC believe that it would be mutually beneficial to the City and EDC to renew their agreement whereby EDC would provide regional economic development services for and on behalf of the City and the City would reasonably compensate EDC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation, a 501c.6 Not-For-Profit Corporation, 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 deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

ENGAGE

2020-2023

Champaign County Economic Development Corporation **STRATEGIC PLAN**



OUR MISSION

The Champaign County Economic Development Corporation:

- is a public-private partnership dedicated to fostering a cooperative, county-wide approach to economic development,
- works to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and
- brings together community partners to support economic development by aligning interests through productive relationships, open dialogue, and advocacy efforts.

The Champaign County Economic Development Corporation accomplishes its mission with the following principles in mind:

- Listen, engage, and adapt.
- Communicate and connect.
- Be trustworthy and transparent.
- Provide excellent customer service.

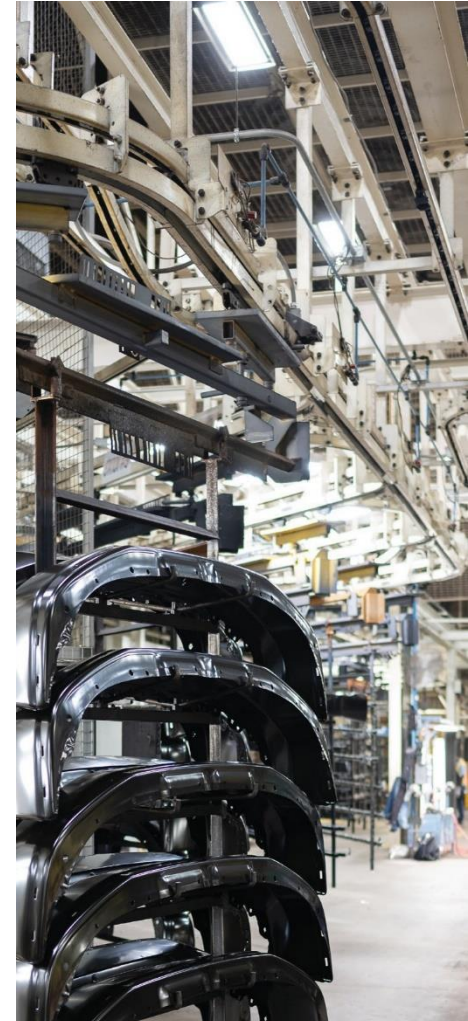
2020-2023 STRATEGIC OBJECTIVES

- Business Outreach & Industry Engagement
- Workforce Development
- Regional Promotion & Talent Attraction
- Transportation & Logistics
- Small Business Development
- Regional Collaboration
- Economic Development in Minority Communities



BUSINESS OUTREACH & INDUSTRY ENGAGEMENT STRATEGIES

- Conduct business outreach visits with local employers
 - Visit non-retail companies annually to identify opportunities, challenges and workforce needs; involve other partners as requested and strategically appropriate
 - Connect company leadership to local service partners, business opportunities
 - Increase awareness of opportunities available through Workforce Innovation and Opportunity Act (WIOA)
- Conduct industry roundtables that create peer-to-peer relationships and dialogue leading to collaborative efforts
 - Host roundtables annually, based on geographical locations and/or industry needs
 - Be intentional about identifying and including minority-owned businesses
- Assist businesses in accessing public and private financial assistance and local, state, and federal grants
- Provide technical assistance to navigate regulatory processes and enter new markets
- Help new businesses find sites and recruit workers
 - Identify and pursue companies each year that would fill gaps in our supply chain
 - Identify and pursue companies each year that would benefit from our transportation logistics
 - Promote the county as a great place to work in multiple industries
 - Identify job skills needed for company's workforce and collaborate with partners to recruit workers and provide necessary training
- Compile, update, and advertise sites and buildings in Champaign County; build quick, flexible data presentation capabilities to differentiate our advantage in the site selection process
 - Incorporate geographical information systems (GIS) into the database management process
 - Create a bi-weekly reporting system for local brokers and property owners
 - Host a bi-monthly meeting for local brokers and property owners to stay engaged with properties and projects, create opportunity for communication and collaboration
 - Lead county responses to inquiries regarding site selection criteria and expansion opportunities for local businesses



A diverse economy is not just a lofty goal, but a must-have for ongoing regional prosperity.

BUSINESS OUTREACH & INDUSTRY ENGAGEMENT STRATEGIES CONTINUED

- Identify local industry clusters, local challenges to business growth, attraction opportunities, and talent development in the identified growth sectors of AgTech, MedTech, FinTech, Defense, Data Sciences, and Manufacturing
- Host public and private job fairs as necessary with regional partners to meet the needs of companies and promote the hiring of a diverse local workforce
- Work closely with municipalities to identify best practices and benchmark Champaign County for the creation and management of economic development incentives at the local level
- Identify shared skill needs to prepare joint workforce development and training programs to serve industry clusters, including technical talent recruitment and mid-level management needs
- Be the go-to source for workforce data and reports, including industry and occupation data related to jobs, growth, earnings, demographics, and more
 - On a quarterly basis, publish the following reports, available to investors and community stakeholders: Economy Overview, Highest Ranked Occupations, Gross Regional Product, and Job Posting Analytics
 - Publish the Top Employers Directory on an annual basis
 - Benchmark Champaign County on an annual basis using available tools and industry feedback, including demographic, social, industry, and occupation data
- Identify and work with partners to secure grant funding to support infrastructure, site development, workforce training, and other community/business assets
- Serve as the one-stop office for coordination of economic development projects in Champaign County
- Through the Economic Development Council, host quarterly meetings to share updates on economic development projects, including community partners of the EDC, and hear presentations from businesses, industry, and workforce development partners in Champaign County
- Create a **Business Outreach & Industry Engagement Task Force** that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - National Manufacturing Day / Illinois Manufacturing Month
 - CATALYZE, A Professional Networking Event
 - University of Illinois – Chancellor’s Economic Development Advisory Council

WORKFORCE DEVELOPMENT STRATEGIES

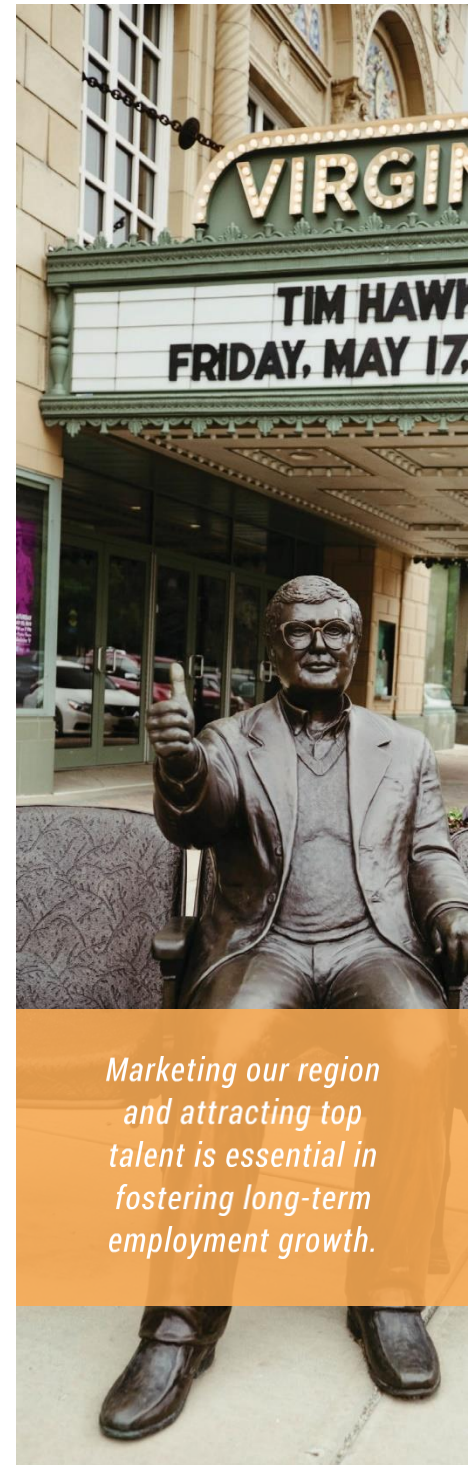
Access to a skilled workforce is the most important factor cited by businesses when making a decision on where to locate or expand.

- Work in conjunction with community partners to support a robust, diverse and resilient talent pool for existing and future businesses
- Engage with businesses to know their current and future talent demand as well as local and national trends; work with educational institutions to turn that information into training programs
 - Identify the most critical job needs in the region and appropriate learning pathways for those jobs, communicate those opportunities with students, parents, educators, and community organizations
 - Explore the implementation of a soft skills certificate program that is recognized as a standard in the county
 - Partner with agencies to increase minority employment in full-time jobs with benefits
- Partner with workforce agencies to develop policies that support businesses and workers alike
- Work with the Chancellor's ED Group Coding Bootcamp Work Team to develop a local coding academy to address the hiring needs of technical talent locally
- Create copy and materials that clearly identify career pathways through educational and workforce programs that exist in Champaign County
- Work closely with partners like the New American Welcome Center and Champaign County Black Chamber of Commerce to ensure that Champaign County is a place where newcomers, immigrants and minority-owned enterprises can thrive and flourish
 - Launch and build upon the Welcoming Economies Technical Assistance Pilot
- Create a Workforce Development Task Force that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - #CTEInIL
 - Early College & Career Academy
 - ICATT Apprenticeship Program
 - New American Welcome Center
 - Workforce Innovation Board of East Central Illinois



REGIONAL PROMOTION & TALENT ATTRACTION STRATEGIES

- Develop and execute marketing and attraction strategies and campaigns to market Champaign County to existing and potential businesses and talent
- Explore collaboration opportunities with Parkland College and the University of Illinois to attract alumni back to the community, as well as retention opportunities while students are on campus
- Promote assets and programs/policies of Champaign County for the improvement of the county's image locally, national, and internationally
- Create a new suite of open source digital materials, including videos, to showcase the more traditional economic development assets of Champaign County as a tool for business retention and attraction
- Expand Chambana Proud program in partnership with Visit Champaign County (VCC) - and other appropriate community organizations - to include additional community promotional items to build community pride, create a newcomer program for newly-established community residents and remote workers, and continue to build the Champaign County Recruiters network of local HR professionals
 - In partnership with VCC, create and publish the Community Checklist on a quarterly basis for the Champaign County Recruiters network, which is geared towards new hires
 - Host roundtables and events for the Champaign County Recruiters network
 - Create a Welcome to Champaign County orientation session as part of the newcomer program, to take place twice per year
- Work with municipalities and other interested parties to create a unique incentive program to retain college graduates and attract new talent to the community
- Attend economic development and industry trade shows and conferences to build relationships and market Champaign County for business attraction
- Create a marketing strategy to promote Champaign to Decatur as the I-72 AgTech Corridor, highlighting our ag assets as a region; identify how we can work together more closely to not only collaborate with the existing resources we have, but increase opportunities for workforce training, business and talent attraction, and a general awareness of what's possible here through marketing and branding strategies



Marketing our region and attracting top talent is essential in fostering long-term employment growth.

REGIONAL PROMOTION & TALENT ATTRACTION STRATEGIES CONTINUED

- Support activities for individual and business recognition and celebration
- Create a Regional Promotion & Talent Attraction Task Force that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - Innovation Celebration
 - TechMix
 - Made in Champaign County
 - You're Welcome CU
 - Chambana Proud
 - Champaign-Urbana AgTech Week



FAQs

What is Economic Development?

Economic development is defined by the International Economic Development Council as the intentional practice of improving a community's economic well-being and quality of life. It includes a broad-range of activities to attract, create, and retain jobs, and to foster a resilient, pro-growth tax base and an inclusive economy. The practice of economic development is comprised of a collaborative effort involving industry, government and myriad community stakeholders.

Why invest in Economic Development in Champaign County?

Economic development is the core of well-being and quality of life for communities across the United States. It encompasses policies, programs, and activities that seek to create and retain jobs and ultimately facilitate economic growth. The Champaign County EDC works diligently every day to make our county's economic future as bright as it can be through robust, resilient, and inclusive actions that strengthen our local economy and quality of life.

TRANSPORTATION & LOGISTIC STRATEGIES

Enhance regional assets that move people and freight to make our region more competitive.

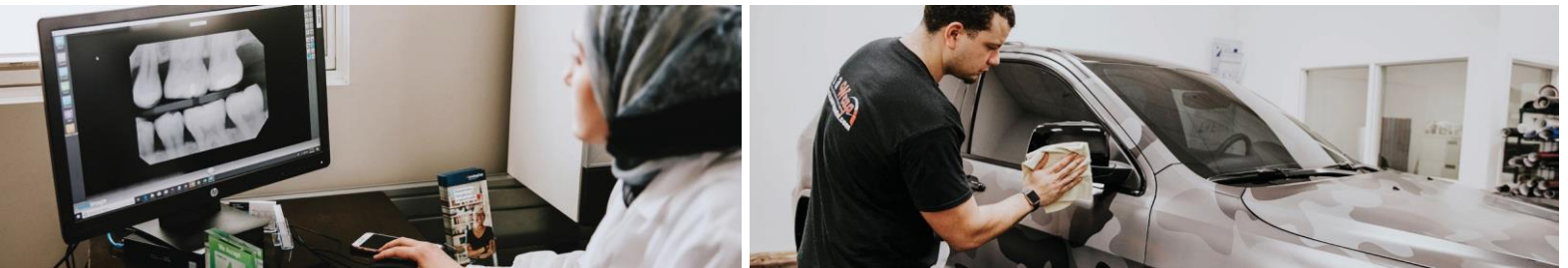
- Create an infrastructure network map to assist businesses needing to locate main transportation routes, fiber optic cable lines, electricity grids, and more
- Identify and support business opportunities as a result of the new port of entry located at Flightstar
- Work closely with Willard Airport staff, University of Illinois leadership, and community businesses to attract new air service development and enhance the visitor experience inside the airport terminal; grow community support of Willard Airport through local pledge campaign
- Focus on addressing challenges and taking advantage of opportunities identified in the Champaign County RPC’s Champaign-Urbana Region Freight Plan, including the need for increased rail access, signage for freight routes across the county, and solutions for short-and long-term freight parking
- Support efforts to position Champaign County as a leader in autonomous vehicle research and development
- Continue work with regional partners to address passenger rail challenges of on-time performance, keep a focus of increased daily service routes
- Explore opportunities to enhance the airline industry resources that exist in Champaign County
- Programs / events / engagement:
 - Willard Airport – Executive Committee, Advisory Committee, Marketing Committee
 - Long Range Transportation Plan Steering Committee (Champaign County RPC)
 - Champaign County First



SMALL BUSINESS DEVELOPMENT STRATEGIES

More than half of Americans either own or work for a small business, and they create about two out of every three new jobs in the U.S. each year.

- Host and work to expand the Illinois Small Business Development Center, including the International Trade Center; continue relationship with Bradley University to offer PTAC services
- Assist businesses in accessing public and private financial assistance and local, state, and federal grants
- Work closely with municipalities and community partners to develop, manage, and provide resources to small business programs that support women and minority entrepreneurs



- Advocate for the state of Illinois to implement a matching grant program for SBIR and STTR grants, and other programs that would support the growth of small businesses in our region
- Develop training and workshops around small business needs locally, as well as state and national trends
- Work with partner agencies to develop more opportunities for access to capital for small business owners
- Expand access to SBDC advisors, implement technology solutions to better accommodate schedules and client sessions
- Transition the First Friday Group into a One Million Cups chapter in partnership with community partners engaged in entrepreneurship
- Create a Small Business Task Force (with SBDC Advisory Board) that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
 - Illinois Small Business Development Center at Champaign County EDC
 - National Small Business Week
 - Small Business Saturday
 - First Friday
 - Bridge, Champaign County's Virtual Incubator

REGIONAL COLLABORATION STRATEGIES

Economic development is a team sport.

- Restructure and launch Illini Angels (previously the Urbana-Champaign Angel Network); mobilize network of angel investors, including alumni, who engage regularly and listen to presentations from local companies seeking investment
- Create a regional trailing partner (+1) program with regional EDO partners to assist talent in locating in our region and support employers who have a large regional presence



- Work with regional partners to enhance and expand broadband access in order to support business development, job growth, and economic opportunity
- Advocate for policies and programs through the state of Illinois that better align with workforce needs and business retention and attraction challenges and opportunities in order to better compete against other states for talent and projects
- Collect, strategize, and report the top five economic development priority projects from each municipality on an annual basis in order to be prepared for funding opportunities at the state and federal level
- Work with regional EDO partners to host foreign delegations to highlight our region's business strengths and opportunities for investment
- Champaign County First - Champaign County First is a united countywide effort to identify projects and/or initiatives that, when successfully completed, will greatly benefit the citizens of Champaign County; spur economic development; and improve the quality of life in Champaign County. Champaign County First partners are committed to advocating on behalf of the identified projects at the local, state and/or federal level with one voice in order to transform Champaign County.
- Programs / events / engagement:
 - Illinois Department of Commerce & Economic Opportunity
 - Regional EDO Group
 - Intersect Illinois
 - Cost of Living Index

ECONOMIC DEVELOPMENT IN MINORITY COMMUNITIES

Champaign County's economy is most successful when it benefits all members of our community. As such, we will be intentional in ensuring that community members who may not have benefited in the past are incorporated and supported in our collective efforts to grow the regional economy.

- In the Strategic Objective areas of Business Outreach and Industry Engagement, Workforce Development, Small Business Development Strategies, and Regional Promotion and Talent Attraction, promote and support intentional efforts for minority participation and inclusion through communication, collaboration and engagement with high growth business and industry sectors
- Encourage and support minority entrepreneurship, with a focus on high growth sectors, through collaborations and engagement with entities such as the U of I Research Park to gain exposure, identify mentors, secure internships, develop workshops, and facilitate access and engagement with the entrepreneur startup ecosystem in Champaign County



- Partner with local and regional financial institutions and governmental agencies to host and co-sponsor activities to increase access to startup capital, working capital and work to overcome barriers minority businesses experience in gaining access to capital for growth and expansion
- Advocate for and support the development of programs to promote procurement of goods and services based on separate goals for minority, women and veteran's business enterprises in the public sector
- Collaborate with the twenty largest private sector employers in Champaign County to plan and co-host a semi-annual minority-majority business-to-business match-making procurement event. Ensure all categories of operational and capital spending are eligible

Champaign County Economic Development Corporation

www.champaigncountyedc.org

(217) 359-6261

1817 S. Neil Street, Suite 100, Champaign, Illinois 61820



FY22 EDC Core Budget

EDC REVENUE

	<u>FY22</u>
PUBLIC INVESTMENT	\$286,263.00
PRIVATE INVESTMENT	\$55,000.00
EVENTS & PROGRAM INCOME	
Innovation Celebration	\$15,000.00
You're Welcome CU	\$2,500.00
Chambana Welcome Crew	\$5,000.00
Seminars and Roundtables	\$500.00
Made in Champaign County	\$2,000.00
Other	\$2,500.00
CITY OF CHAMPAIGN PROGRAMS	
Bridge Virtual Incubator	\$0.00
MACON COUNTY EDC - SBDC/ITC	
In-Kind Donations	\$0.00
Reimbursements - Cash	\$15,000.00
RESERVES INTEREST INCOME	\$15.00
CHECKING A/C INTEREST INCOME	\$5.00
MISCELLANEOUS INCOME	\$1,000.00
ITEC REVOLVING	\$0.00
COMMUNITY NAVIGATOR GRANT	\$296,299.30
Illini Angels	
Sponsors	\$0.00
Angels	\$0.00
	\$681,082.30

EDC EXPENSES

	<u>FY22</u>
SALARIES	\$190,000.00
BENEFITS	
Retirement	\$13,500.00
Health/Insurance	\$25,500.00
Life Insurance	\$2,500.00
PAYROLL TAXES/UNEMPLOYMENT	\$13,000.00
INSURANCE - BUSINESS	\$4,800.00
OCCUPANCY/LEASE	\$56,000.00
DEPRECIATION	\$250.00
ADVERTISING & PROMOTION	\$7,500.00
EDC GOVERNANCE	\$500.00
DUES/SUBSCRIPTIONS	\$18,500.00
FURNITURE & EQUIPMENT	
Equipment Lease/Maintenance	\$3,000.00
Equipment/Furniture	\$2,000.00

CONFERENCES, CONVENTIONS & MEETINGS (NON-EDC HOSTED)	\$4,500.00
INFORMATION TECHNOLOGY	\$6,250.00
RECRUITING (DIRECTOR & STAFF)	\$0.00
OFFICE EXPENSES	
Postage/Shipping	\$200.00
Printing	\$1,800.00
Supplies	\$3,000.00
Telephone	\$5,500.00
Cleaning/Repair	\$2,500.00
FEES FOR SERVICES	
ITEC	\$0.00
Accounting Services	\$13,000.00
Audit	\$3,600.00
Other	\$3,500.00
WILLARD AIRPORT	\$10,000.00
PROFESSIONAL DEVELOPMENT	\$4,000.00
BUSINESS EXPENSE	\$2,500.00
TRAVEL	\$2,500.00
CITY OF CHAMPAIGN PROGRAMS	
Hosting & Maintenance (Bridge)	\$600.00
Marketing (Bridge)	\$0.00
MACON COUNTY EDC PROGRAMS	
Rent/Occupancy (non-EDC)	\$0.00
HR oversight (non-EDC)	\$0.00
Additional Spending (non-EDC)	\$0.00
Marketing (non-EDC)	\$12,500.00
Travel (non-EDC)	\$2,500.00
EVENTS & PROGRAM EXPENSES	
Innovation Celebration	\$15,000.00
You're Welcome CU	\$2,500.00
TechMix	\$0.00
CATALYZE	\$1,250.00
Seminars and Roundtables	\$2,400.00
First Friday/1 Million Cups	\$0.00
Made in Champaign County	\$3,000.00
ED Council Meetings	\$250.00
PTAC Services	\$1,000.00
Chambana Proud	\$1,500.00
Chambana Welcome Crew	\$7,500.00
Champaign County Safe	\$1,500.00
Other	\$250.00
UCAN / Illini Angels	
Coordinator / Due Diligence	\$0.00
Postage/Shipping	\$0.00
Printing	\$0.00
Supplies	\$0.00

Events	\$0.00
Dues/Subscriptions	\$250.00
CHAMPAIGN COUNTY FIRST	\$1,500.00
COMMUNITY NAVIGATOR GRANT	\$227,682.30
	681,082.30

NET INCOME **\$0.00**

49

Business Starts

360

Clients Advised

215

New Clients

184

Training Sessions

1,029

Attendees

Established DreamxCU program in partnership with DreamxAmerica and Kiva U.S. \$58,000 funded to 8 businesses

Roger Luman Program Excellence Award for EXPORTECH ILLINOIS

INTERNATIONAL TRADE CENTERS AT

\$13.8
MILLION
Export Sales

82
Clients Advised
50 New Clients

409
Jobs Retained

24
Training Sessions

SBDC

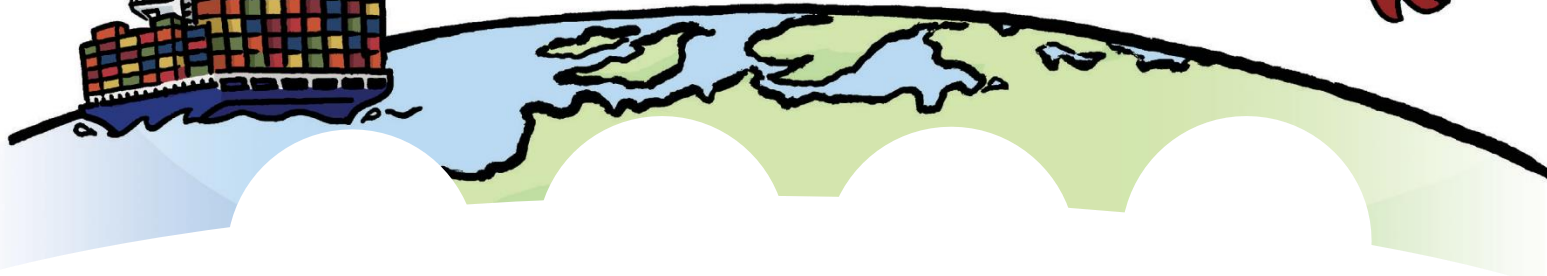
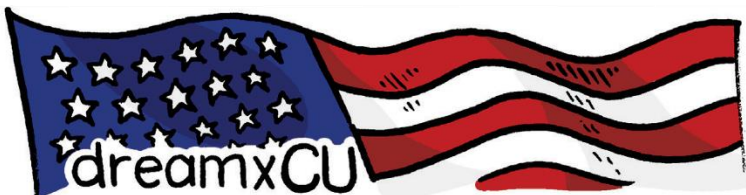
(JANUARY–DECEMBER)

2021 REPORT

Item c.

217-378-8535
cuSBDC.org

The Illinois Small Business Development Center at Champaign County EDC is funded through a cooperative agreement between the U.S. Small Business Administration, Illinois Department of Commerce, and the Champaign County Economic Development Corporation; with additional support provided by EDC of Decatur and Macon County and the Midwest Inland Port. 2021 Report illustration featuring Reg's Drive In, Cloud Mountain Kombucha, Arx, L'Espresso, 60, Leonard Pipe Organ Builders, Burrito King, and RegCakes.



CHAMBANA WELCOME CREW

WE'RE HERE TO HELP YOU
FEEL RIGHT AT HOME.

LEARN MORE AT
[YOUREWELCOME.CU/CWC](https://yourewelcomecu.com/cwc)

CHAMBANA WELCOME CREW

Item c.

We get it—moving to a new community can be intimidating. Let us make it easier for you!

As one of the fastest growing cities in Illinois, the greater Champaign-Urbana area (*#chambana*) can't wait to welcome you. Through the Chambana Welcome Crew, you'll find your first community connections to help you get settled and engaged in our vibrant cities. We are sure that you will be confident and passionate about calling the Chambana area home.

The Chambana Welcome Crew features a diverse group of community ambassadors from all walks of life ready to meet with you to answer questions, share experiences, and ensure a smooth transition into Champaign County.

MEET THE CREW & GET CONNECTED

yourewelcomecu.com/cwc

Sponsored by



157

CHAMPAIGN-URBANA

Hub of AgTech Innovation

Champaign County comprises approximately 1,000 square miles, the majority of which are involved in agriculture.

With resources like the College of ACES at University of Illinois, Parkland College, and direct access to large grower networks, it's no wonder companies like John Deere, AGCO, Cargill, ADM, and EarthSense are located here.

And you're welcome to join us.



SCAN TO LEARN MORE
yourewelcomecu.com/agtech



WHY AGTECH IN CU:

ACCESS TO TALENT

3,400+ College of ACES students at UIUC

Parkland College ranked #2 Precision Agriculture community college in the country

WORLD-CLASS FACILITIES

ACES Feed Technology Center, Integrated Bioprocessing Research Laboratory, Meat Science Laboratory, Illinois Autonomous Farm, and more

CORPORATE PARTNERSHIPS & STARTUPS

ILLINOIS AGTECH ACCELERATOR powered by Serra Ventures

CHAMPAIGN-URBANA AGTECH WEEK presented annually in March

And we have farms—lots of farms.

CONTACT US:

Carly McCrory-McKay
Champaign County EDC
carly@champaigncountyedc.org

Laura Bleill
University of Illinois Research Park
lwbleill@illinois.edu

RESOLUTION NO. _____**A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023**

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 has been designated lead entity for the Urbana HOME Consortium in accordance with the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and as such is eligible to receive HOME Investment Partnerships (hereinafter "HOME") funds on behalf of the City of Urbana, City of Champaign, and Champaign County; and

WHEREAS, on June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024; and

WHEREAS, on April 29, 2022, the Urbana City Council passed Resolution No. 2022-04-034R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2022-2023; and

WHEREAS, on September 7, 2022, a Notice of Public Hearing was published on the City of Urbana website requesting public input, and announcing a public hearing to be held on September 27, 2022 regarding the substantial amendment to the Consolidated Plan and Annual Action Plan; and

WHEREAS, the Community Development Commission held a public hearing on the substantial amendment to the Consolidated Plan and Annual Action Plan on September 27, 2022.

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

Section 1. That the substantial amendment to the *City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020-2024* and *Annual Action Plan FY 2022-2023*, in substantially the form as attached hereto and incorporated herein by reference, is hereby approved.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Manager, Interim Community Development Services Director
Breaden Belcher, Community Development Coordinator

DATE: October 6, 2022

SUBJECT: A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023

Description

In reviewing the Memorandum and Resolution included on the agenda for the Regular Meeting of the Urbana City Council Committee of the Whole on October 3, 2022, City staff recognized that the attachment referenced in the resolution was not included in the packet originally submitted to the Committee. Included on the agenda of the October 10, 2022 regular meeting of the Urbana City Council Meeting is the attachment relating to the resolution amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023.

Both the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023 are publically available for review on the City’s website: <https://www.urbanaininois.us/departments/community-development/grants-management>

Fiscal Impacts

The City’s current CDBG balance is \$640,071. In addition to this balance, the City received a FY 2022-2023 CDBG allocation of \$516,972. The funding amount reflected in the attachment under project type CDBG Neighborhood Revitalization includes previous year CDBG rollover funds as well as the City’s regular FY 2022-2023 allocation from HUD. There will be no further fiscal impacts on the City.

Amendment to the *City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan*. and FY 2022/2023 Annual Action Plan

FY 2020-2024 Consolidated Plan
SP-45 Page 146

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed
Support Infrastructure Improvements	2020	2024	Non-Housing Community Development	Census Tracts 53, 54,55,56, and 57	Community Development Needs – Capital Improvement Projects Fire Activities
Preserve Consortium Neighborhoods	2020	2024	Non-Housing Community Development	Urbana Consortium-wide Area Census Tracts 53, 54,55,56, and 57	Community Development Needs - Capital Improvement Projects Fire Activities

FY 22-23 Annual Action Plan
AP-38 Page 31

2	Project Name	CDBG Neighborhood Revitalization
Target Area	Census Tracts 53, 54,55,56, and 57	
Goals Supported	Support Infrastructure Improvements Preserve Consortium Neighborhoods	
Needs Addressed	Community Development Needs	
Funding	CDBG: \$840,138	
Description	Funds will be used to support neighborhood revitalization programs including code enforcement, blight reduction, Capital Improvement Projects, Fire activities	
Target Date	6/30/2023	
Estimate the number and type of families that will benefit from the proposed activities	Low to moderate income individuals and households within the City of Urbana will benefit from the proposed activities.	
Location Description	City of Urbana and targeted neighborhoods.	
Planned Activities	Funds will be used to support neighborhood revitalization programs including code enforcement, blight reduction, Capital Improvement Projects, Fire activities	



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Breaden Belcher, Community Development Coordinator

DATE: September 29, 2022

SUBJECT: A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023

Description

Included on the agenda of the October 3, 2022 regular meeting of the Urbana City Council Committee of the Whole is a resolution amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023. These plans direct funding under two of the City's Federal Entitlement grant programs, the HOME Investment Partnership (HOME) and the Community Development Block Grant (CDBG). City Council approved the City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020-2024 on June 10, 2020. On April 29, 2022, City Council approved the City of Urbana and Urbana HOME Consortium Annual Action Plan for FY 2022-2023.

The proposed amendment to these plans would enable staff to utilize CDBG funds for various capital improvement and fire station projects that were not originally included as part of the Consolidated Plan and Annual Action Plan submittal to HUD. These projects will primarily benefit the City's targeted neighborhoods.

Background and Discussion

During the COVID-19 pandemic, the City received CDBG CARES Act funding from HUD (CDBG-CV) to prepare for and respond to the pandemic. Grants Management staff prioritized spending CDBG-CV rather than the City's regular CDBG allocation in order to meet the urgent community needs caused by the pandemic. As a result, the City now has a substantial balance of regular CDBG funding. This amendment will enable the City to commit a portion of this balance of CDBG funds to CIP projects that will benefit low and moderate-income neighborhoods in Urbana.

The City's Public Participation Guidelines require that the public be provided with an opportunity to comment on any substantial amendments to the Consolidated Plan or Annual Actions plans. A Public Hearing on the proposed substantial amendment was held on September 27, 2022 to gain feedback and comment from the public. A notice of the Public Hearing was posted on the City's website and

in the City Building 14 days prior to the Hearing date. City Staff did not receive any feedback or comment on the proposed substantial amendment.

Fiscal Impact

The City's current CDBG balance is \$640,071. In addition to this balance, the City received a FY 2022-2023 CDBG allocation of \$516,972. Amending the FY 2020-2024 Consolidated Plan and FY 2022-2023 Annual Action Plan will enable City staff to dedicate a portion of these funds to CIP projects including fire station activities. There will be no further fiscal impacts on the City.

Options

1. Forward the Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020/2024 and Annual Action Plan FY 2022/2023 to the Consent Agenda with a recommendation for approval.
2. Forward the Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020/2024 and Annual Action Plan FY 2022/2023 to the October 3, 2022 meeting of the City Council with recommended changes.
3. Do not recommend approval of A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2020/2024 and Annual Action Plan FY 2022/2023.

Recommendations

Staff and the Urbana Community Development Commission recommend that the Committee of the Whole forward A Resolution Amending the City of Urbana and Urbana HOME Consortium Consolidated Plan for Fiscal Year 2020-2024 and Annual Action Plan for Fiscal Year 2022-2023 to the full Council with a recommendation for approval and placement on the Consent Agenda of the October 3, 2022 City Council meeting.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Kat Trotter, Planner II

DATE: October 6, 2022

SUBJECT: **An Ordinance Approving a Major Variance** (Crispin Auto Sales and Exports Freestanding Sign at 1010 Cunningham Avenue / ZBA-2022-MAJ-06)

Introduction

Matthew Usher, on behalf of Crispin Auto, requests a variance to allow a 10-foot tall, 4-foot by 8-foot freestanding sign, four feet from the front property line at 1010 Cunningham Avenue in the B-3, General Business zoning district. In the B-3 zoning district, Table IX-1 of the Zoning Ordinance requires freestanding signs to be at least 15 feet from public rights-of-way if the sign is taller than eight feet. The proposed sign would be four feet from the public right-of-way on the east side of Cunningham Avenue (a 73 percent reduction), so a major variance is required to allow the request.

On September 21, 2022, the Zoning Board of Appeals voted with five ayes and zero nays to forward the case to City Council with a recommendation to APPROVE the request with one condition.

Background

The property owner purchased the property in 2014; however, the building has been on the property since the 1970s. It was formerly used as a gas station and is now the Crispin Auto Sales and Exports shop. The business does not have a freestanding sign; there is a small wall sign (approximately 18 square feet) on the existing building, which is 90 feet from the front property line.

Description of Site and Area

1010 Cunningham Avenue is 0.43 acres (approximately 18,000 square feet) and is located on the east side of Cunningham Avenue, north of Kerr Avenue. Nearby are other auto sales and service shops, a motel to the north, and an HVAC service business to the east. The adjacent properties to the north, south, and east are zoned B-3, General Business, and the adjacent properties to the west across Cunningham Avenue are zoned B-3, General Business and R-3, Single and Two-Family Residential.

The following table identifies the current zoning and the existing land uses of the subject property and surrounding properties (see Exhibits A and B).

Table 1. Zoning and Land Use

Location	Zoning	Existing Land Use
Site	B-3, General Business	Auto Sales
North	B-3, General Business	Motel
South	B-3, General Business	Auto Repair
East	B-3, General Business	HVAC Service
West	B-3, General Business & R-3, Single and Two-Family Residential	Auto Sales & Residential

Discussion

The applicant requests the variance to allow a 10-foot tall, 32-square-foot freestanding sign, four feet from the front property line on Cunningham Avenue. Crispin Auto does not have a freestanding sign on the property now; there is a wall sign (18 square feet) on the front of the office building, which sits 90 feet back from the front property line. The proposed sign would be permitted if it were at least 15 feet from the right-of-way, while a shorter sign, up to eight feet tall, would be permitted if it were eight feet or more from the right-of-way. The proposed sign would be smaller and shorter than the maximum allowed area and height for a sign in the B-3 district¹.

The applicant requests a variance to reduce the required setback of the sign, as there are obstructions on the adjacent properties that block the visibility of Crispin Auto. The neighboring property to the north has a four-foot-tall fence and a sign that encroach into the required front yard, and the property to the south has a building and sign that encroach into the required front yard. When traveling north on Cunningham Avenue, the existing encroachments block the visibility of the Crispin Auto site and building. When the site was being used for a gas station, the gas station canopy made it more visible from Cunningham Avenue, even without a freestanding sign. The gas station canopy was removed when the use was changed, and the applicant would now like to install a freestanding sign four feet from the property line.

Existing Encroachments on Adjacent Properties

1010 Cunningham Avenue, Crispin Auto (Subject Property)²:

- Proposed Freestanding Sign – 10 feet tall, 32 square feet, 4 feet from property line
- Existing Wall Sign – 18 square feet, 90 feet from property line

1102 Cunningham Avenue, Manor Motel:

- Fence – 4 feet tall, 3 feet from front property line
- Sign on top of shed – 16 feet tall, 68 square feet, 2 feet 6 inches from property line

1102 Cunningham Avenue:

- Billboard – 35 feet tall, 340 square feet, 31 feet from property line

1008 Cunningham Avenue, PDR Automotive:

- Freestanding Sign – 15 feet tall, 40 square feet, 4 feet from property line
- Building – 7 feet from property line

¹ Table IX-1. Standards for Freestanding Signs – 50-square-foot maximum area, 16-foot maximum height.

² Approximate measurements taken from EagleView.

The applicant states that there is currently a safety issue, because customers trying to enter the site are frequently unable to see the lot until they have already passed it. At the Zoning Board of Appeals meeting, the applicants presented a video of a vehicle traveling 40 miles per hour north on Cunningham Avenue; a conforming sign (eight feet tall, eight feet from the front property line, 18 square feet) was displayed on the site. The sign becomes visible to the driver only 130 feet away from the Crispin Auto driveway entrance. The PDR sign on the neighboring property to the south is visible from over 1,000 feet away, for people traveling north on Cunningham Avenue, and further blocks the visibility of Crispin Auto. The applicant presented a graphic, which showed a driver's reaction distance at 44 feet, and the approximate safe stopping distance for a vehicle traveling at 40 miles per hour at 124 feet. In this case, the visibility of a permitted freestanding sign leaves drivers a very short period of time to recognize the sign and site, slow down, and turn to enter the site. The applicant therefore requests a reduction in the required sign setback from 15 feet to four feet, to increase the visibility of their sign and site for people travelling along Cunningham Avenue.

Variance Criteria

Section XI-3 of the Urbana Zoning Ordinance requires the Zoning Board of Appeals to make findings based on variance criteria. The Zoning Board of Appeals must first determine, based on the evidence presented, whether there are special circumstances or special practical difficulties with reference to the parcel concerned, in carrying out the strict application of the ordinance. This criterion is intended to serve as a minimum threshold that must be met before a variance request may be evaluated.

The following is a review of the criteria outlined in the ordinance, followed by staff analysis for this case:

1. *Are there any special circumstances or practical difficulties with reference to the parcel concerned, in carrying out the strict application of the zoning ordinance?*

The existing building has been on the property for over 50 years. The neighboring property to the north has a sign and a fence, and the property to the south has a building face and sign that encroach into the required front yard. When traveling north on Cunningham Avenue, the existing encroachments block the visibility of the Crispin Auto site and building. A permitted sign (eight feet tall, eight feet from the property line) would become visible to people traveling north on Cunningham Avenue just a few seconds before they would approach the site, which creates a safety issue for customers entering and exiting. Staff feel that this criteria weighs in favor of granting the variance.

2. *The proposed variance will not serve as a special privilege because the variance requested is necessary due to special circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district.*

The neighboring properties to the north and south have signs, fences, and building faces that encroach into the required front yard and block the visibility of the subject property. Much of Cunningham Avenue was developed before the current sign regulations were adopted and enforced, so there are several legally nonconforming signs along the corridor. As a result, the subject property is blocked by encroachments into the required front yards to the north and south. Staff feel that this criteria weighs in favor of granting the variance.

3. *The variance requested was not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.*

The property has been without a freestanding sign for over 50 years, since before the owner purchased it. According to the applicant and to historical aerial photos³, the adjacent properties have signs, fences and buildings that have encroached into the required front yards for over 40 years. The encroachments are legally nonconforming and block the visibility of the subject property. Staff feel that this criteria weighs in favor of granting the variance.

4. *The variance will not alter the essential character of the neighborhood.*

The freestanding sign would not alter the essential character of the neighborhood, as other neighboring properties have signs, fences, or building faces that encroach into the required front yard. This area of Cunningham Avenue is characterized by auto sales and repair businesses, many of which have legally nonconforming signs close to property lines or public rights-of-way. The proposed sign would be smaller than the signs on adjacent properties, located four feet from the front property line, and would not block any of the surrounding properties. Staff feel that the requested variance would not alter the essential character of the neighborhood, and weighs in favor of granting the variance.

5. *The variance will not cause a nuisance to the adjacent property.*

The variance would allow a 10-foot tall, 32-square-foot freestanding sign to be installed four feet from the front property line on Cunningham Avenue. The proposed sign would be entirely on the applicant's property and would not block the existing signs on the adjacent properties. Staff feel that the requested variance would not cause a nuisance to the adjacent properties and weighs in favor of granting the variance.

6. *The variance represents generally the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.*

The proposed freestanding sign would be smaller (32 square feet) and shorter (10 feet) than the maximum area (50 square feet) and height (16 feet) permitted by the Zoning Ordinance. The sign post would be eight feet from the front property line, and the edge of the sign frame would be four feet from the front property line, so a variance is required. Staff feel that the requested variance represents the minimum deviation from the requirements of the Zoning Ordinance to increase the sign and site visibility and weighs in favor of granting the variance.

Public Input & Zoning Board of Appeals

Staff published a legal ad in *The News-Gazette* to notify the public of the request and public hearing 15 days prior to the Zoning Board of Appeals meeting on September 21, 2022. Staff also sent letters to 25 neighboring property owners (within 300 feet of the subject property) notifying them of the request, and posted a public hearing sign on the property. Staff did not receive any public input regarding the requested major variance.

On September 21, 2022, the Zoning Board of Appeals opened the public hearing on the case. The applicant gave a presentation on his request, and explained the difficulties that he has experienced with the site's visibility. He showed a video of vehicle traveling north on Cunningham Avenue,

³ CCGISC 1988 Aerial shows existing building faces, fences, and signs in required front yards north and south.

exhibiting the visibility issues for a permitted sign on the site, and the estimated stopping distance for a vehicle traveling 40 miles per hour. Three people spoke at the meeting, all in favor of the requested variance. After some discussion, the Zoning Board of Appeals voted with five ayes and zero nays to forward the case to City Council with a recommendation of approval, with the condition that the freestanding sign will generally conform to the site plan in Ordinance Attachment A.

Summary of Findings

1. Matthew Usher, on behalf of Crispin Auto, requests a major variance to allow a 10-foot tall, 4-foot by 8-foot sign, four feet from the front property line at 1010 Cunningham Avenue in the B-3, General Business zoning district.
2. The variance would not serve as a special privilege to the property owner, as much of Cunningham Avenue was developed before the current sign regulations were adopted and enforced, so there are several legally nonconforming signs along the corridor. As a result, the subject property is blocked by encroachments into the required front yards to the north and south.
3. The variance was not the result of a situation knowingly created by the applicant, as the encroachments on the adjacent properties have been there for over 40 years.
4. The variance will not alter the essential character of the neighborhood as the neighboring properties to the north and south, and other properties along Cunningham Avenue, have signs that encroach into the required front yard setback for the B-3, General Business zoning district.
5. The variance will not cause a nuisance to adjacent property owners, as the neighboring properties to the north and south have freestanding signs that are closer to the property line than the proposed sign, and the sign would not obstruct the signs of the neighboring properties.
6. The variance represents the minimum deviation necessary from the requirements of the Zoning Ordinance, as the sign will be smaller and shorter than the maximum area and height permitted by the Zoning Ordinance.

Options

The City Council has the following options in Case No. ZBA-2022-MAJ-06:

1. Approve the Ordinance as requested based on the findings outlined in this memo; or
2. Approve the variance with certain terms and conditions; or
3. Deny the Ordinance. If the City Council elects to do so, it should articulate findings supporting the denial.

Recommendation

At the September 21, 2022 meeting, the Zoning Board of Appeals voted with five ayes and zero nays to forward this case to the City Council with a recommendation to APPROVE the request, with the following condition:

1. That the freestanding sign will generally conform to the submitted site plan in Ordinance Attachment A.

Staff concurs with the Zoning Board of Appeals' recommendation.

Attachments: Exhibit A: Location Map
Exhibit B: Zoning Map
Exhibit C: Freestanding Sign Site Plan (Ordinance Attachment A)
Exhibit D: Site Photos
Exhibit E: Variance Application

cc: Matthew Usher, Applicant
Julio Crispin, Property Owner

ORDINANCE NO. _____**AN ORDINANCE APPROVING A MAJOR VARIANCE**

(Crispin Auto Sales and Exports Freestanding Sign at 1010 Cunningham Avenue / Case No. ZBA-2022-MAJ-06)

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 Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the Urbana Zoning Ordinance provides for a major variance procedure to permit the Zoning Board of Appeals and the Corporate Authorities to consider applications for a major variance where there is a special circumstance or condition with a parcel of land or a structure; and

WHEREAS, Matthew Usher, on behalf of Crispin Auto, requests a major variance to allow a 10-foot tall, 4-foot by 8-foot freestanding sign, four feet from the front property line at 1010 Cunningham Avenue in the B-3, General Business zoning district; and

WHEREAS, the Zoning Board of Appeals held a public hearing on this request at 7:00 p.m. on September 21, 2022, in Case ZBA-2022-MAJ-06; and

WHEREAS, in accordance with Urbana Zoning Ordinance Section XI-10, due and proper notice of such public hearing was given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days but no more than 30 days before the time of the public hearing, and by posting a sign containing such notice on the real property identified herein; and

WHEREAS, the Zoning Board of Appeals voted five (5) ayes and zero (0) nays to forward the case to the Urbana City Council with a recommendation to approve the requested variance, as presented, subject to the condition specified in Section 1 herein; and

WHEREAS, the City Council finds that the requested variance conforms with the major variance procedures in Article XI, Section XI-3(C)(2)(e), of the Urbana Zoning Ordinance; and

WHEREAS, the City Council has considered the variance criteria established in the Urbana Zoning Ordinance and has made the following findings of fact:

1. Matthew Usher, on behalf of Crispin Auto, requests a major variance to allow a 10-foot tall, 4-foot by 8-foot sign, four feet from the front property line at 1010 Cunningham Avenue in the B-3, General Business zoning district.
2. The variance would not serve as a special privilege to the property owner, as much of Cunningham Avenue was developed before the current sign regulations were adopted and enforced, so there are several legally nonconforming signs along the corridor. As a result, the subject property is blocked by encroachments into the required front yards to the north and south.
3. The variance was not the result of a situation knowingly created by the applicant, as the encroachments on the adjacent properties have been there for over 40 years.
4. The variance will not alter the essential character of the neighborhood as the neighboring properties to the north and south, and other properties along Cunningham Avenue, have signs that encroach into the required front yard setback for the B-3, General Business zoning district.
5. The variance will not cause a nuisance to adjacent property owners, as the neighboring properties to the north and south have freestanding signs that are closer to the property line than the proposed sign, and the sign would not obstruct the signs of the neighboring properties.
6. The variance represents the minimum deviation necessary from the requirements of the Zoning Ordinance, as the sign will be smaller and shorter than the maximum area and height permitted by the Zoning Ordinance.

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

Section 1.

In Case No. ZBA 2022-MAJ-06, the major variance requested by Matthew Usher, on behalf of Crispin Auto, an Ordinance is hereby adopted to allow a 10-foot tall, 4-foot by 8-foot sign, four feet from the front property line at 1010 Cunningham Avenue, with the following condition:

1. That the freestanding sign will generally conform to the submitted site plan in Ordinance Attachment A.

Section 2.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

ORDINANCE ATTACHMENT A - SIGN SITE PLAN

Item K1.



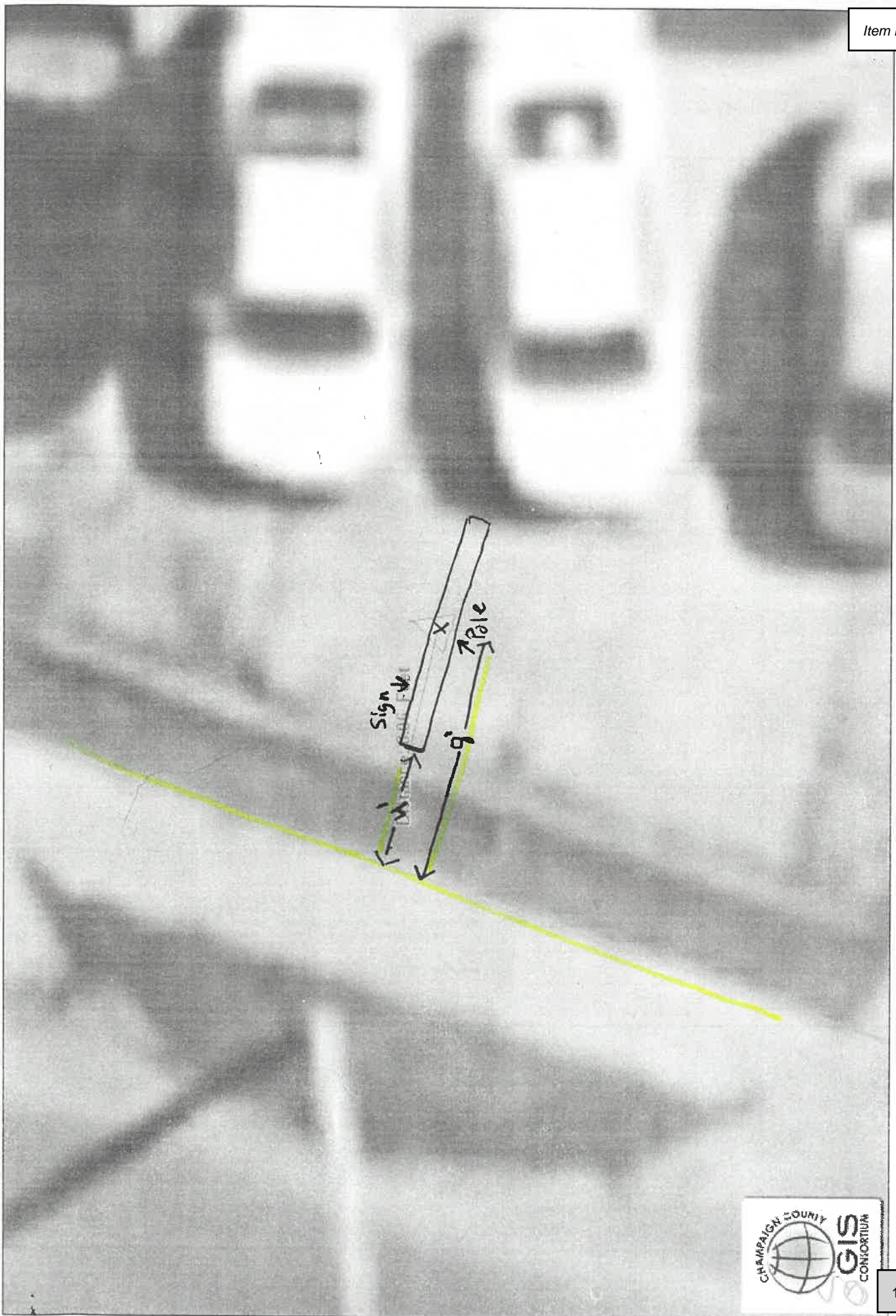
0 10 Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS Consortium's data is intended to be used as a general guide to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all liability arising from the use or misuse of this map and information contained herein. The use of this map constitutes an acknowledgment of this disclaimer.

GIS Webmap Public Interface Champaign County, Illinois

Item K1.

NORTH



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Feet


Exhibit A - Location Map

Item K1.



Case No. ZBA-2022-MAJ-06
Subject Crispin Auto Sign Variance
Address 1010 Cunningham Avenue
Petitioner Matthew Usher, Crispin Auto

Legend

 Subject Property
Urbana_2020

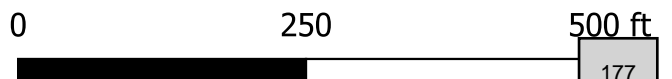
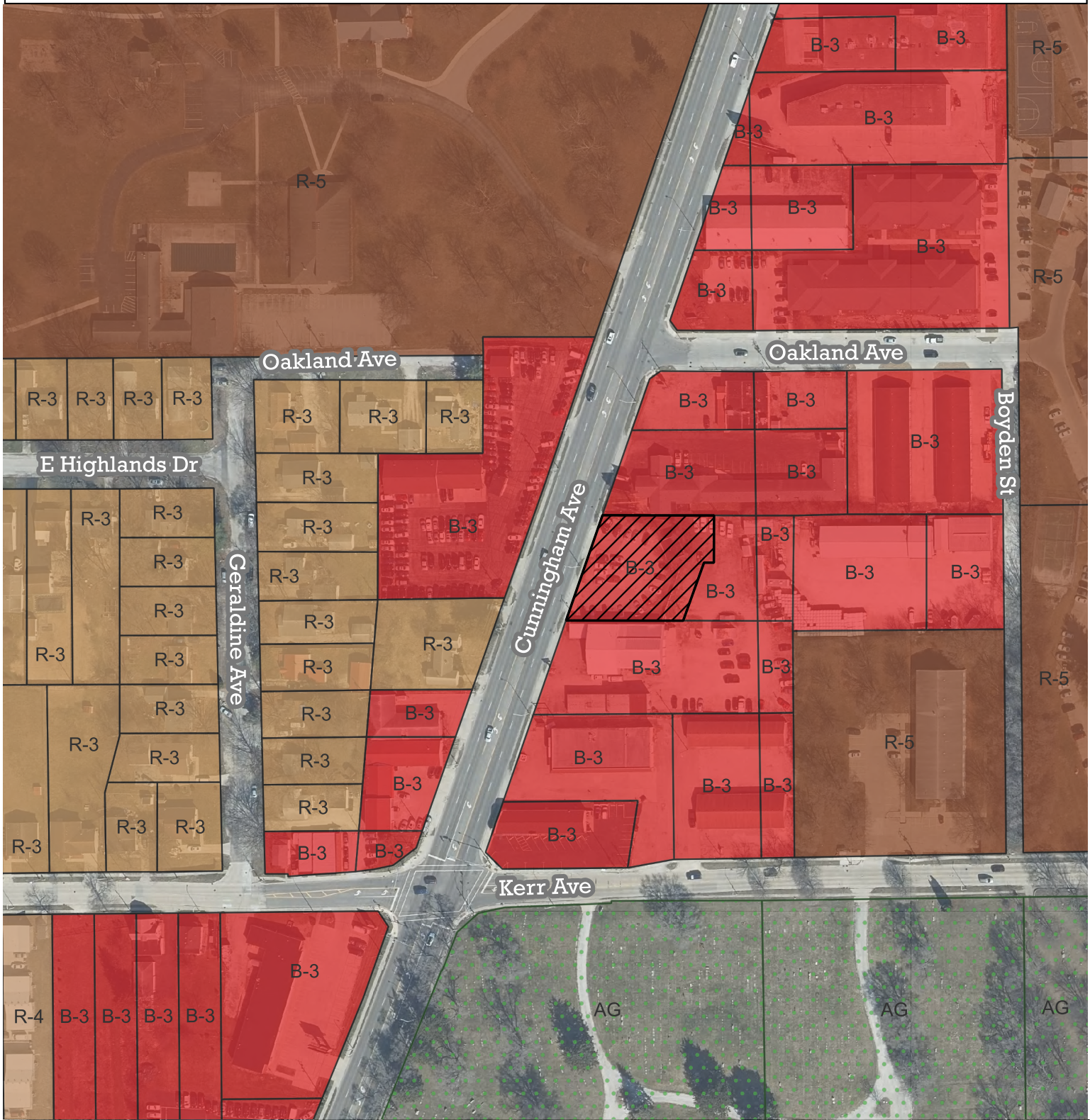


Exhibit B - Zoning Map







Item K1.

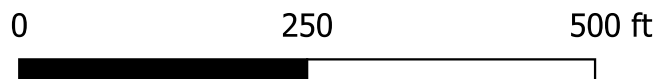


CITY OF
URBANA

Case No. ZBA-2022-MAJ-06
 Subject Crispin Auto Sign Variance
 Address 1010 Cunningham Avenue
 Petitioner Matthew Usher, Crispin Auto

Legend

-  Subject Property
- Zoning**
-  AG
-  B-3
-  R-3
-  R-4
-  R-5



Urbana_2020

EXHIBIT D – SITE PHOTOS

Item K1.







Application for Variance

ZONING BOARD OF APPEALS

The application fee must accompany the application when submitted for processing. Please refer to the City's website at <http://www.urbanaininois.us/fees> for the current fee associated with this application. The Applicant is also responsible for paying the cost of legal publication fees. Estimated costs for these fees usually run between \$75.00 and \$225.00. The applicant will be billed separately by the News-Gazette.

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed _____ ZBA Case No. _____

Fee Paid - Check No. _____ Amount _____ Date _____

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

A VARIATION is requested in conformity with the powers vested in the Zoning Board of Appeals to permit the following variation (*Describe the extent of the Variation Requested*)

_____ on the property described below, and in conformity with the plans described on this variance request.

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): *Crispin Auto LLC* Phone: *217-721-9626*

Address (street/city/state/zip code): *1010 N. Cunningham Ave, Urbana, IL 61802*

Email Address: *m.usher.co@gmail.com*

Property interest of Applicant(s) (Owner, Contract Buyer, etc.): *Owner*

2. OWNER INFORMATION

Name of Owner(s): *Julio Crispin* Phone: *217-721-9626*

Address (street/city/state/zip code): *207 E. Church St, Champaign, IL 61821*

Email Address: *crispinauto@gmail.com*

Is this property owned by a Land Trust? Yes No

If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: *1010 N Cunningham Ave, Urbana, IL 61802*

PIN # of Location: *91-21-08-279-012*

Lot Size: *18,710.71 sq.ft. / .43 acre*

Current Zoning Designation: **3000- Commercial**

Current Land Use (vacant, residence, grocery, factory, etc): **Auto Dealership**

Proposed Land Use: **no change**

Legal Description (If additional space is needed, please submit on separate sheet of paper):

Sec 08, Twp 19 N, Rng 9E

4. CONSULTANT INFORMATION

Name of Architect(s): Phone:
Address (street/city/state/zip code):
Email Address:

Name of Engineers(s): Phone:
Address (street/city/state/zip code):
Email Address:

Name of Surveyor(s): Phone:
Address (street/city/state/zip code):
Email Address:

Name of Professional Site Planner(s): Phone:
Address (street/city/state/zip code):
Email Address:

Name of Attorney(s): Phone:
Address (street/city/state/zip code):
Email Address:

5. REASONS FOR VARIATION

Identify and explain any special circumstances or practical difficulties in carrying out the strict application of the Zoning Ordinance with respect to the subject parcel.

The properties both to the north (Manor Motel) and south (PDR Automotive) have structures and signs that extend nearly all the way to the western property line, obstructing the view of our property and any sign we could erect that complies with the zoning restrictions. Specifically, a safety issue exists when customers are trying to find us, but don't see our lot until it is too late.

Explain how the variance is necessary due to special conditions relating to the land or structure involved which are not generally applicable to other property in the same district.

It is necessary due to visibility issues caused by the existing signs and structures bordering our property.

Explain how the variance is not the result of a situation or condition that was knowingly or deliberately created by you (the Petitioner).

The businesses to our north and south were in existence with their current signage and structures long before we purchased this property in 2014. PDR has been in that location since 1973 and The Manor Motel has had the current sign structure for "at least 40 years" according to the owner.

Explain why the variance will not alter the essential character of the neighborhood.

All of the businesses on this block have signs that are larger than what we are requesting and of similar or greater height.

Explain why the variance will not cause a nuisance to adjacent property.

The proposed sign will be smaller than the adjacent signs, and set in further from the property line, and will cause no visual obstructions to the adjacent signs.

Does the variance represent the minimum deviation necessary from the requirements of the Zoning Ordinance? Explain.

We believe that it does. Our proposed sign is smaller (32 sq ft) shorter (10 ft) and further from the property line (4 ft) than the neighboring signs, but will afford the visibility needed for customers to identify our location in sufficient time to not create a safety hazard while at the same time not obstructing the view when turning out of our 2 access drives.

NOTE: If additional space is needed to accurately answer any question, please attach extra pages to the application.

By submitting this application, you are granting permission for City staff to post on the property a temporary yard sign announcing the public hearing to be held for your request.

CERTIFICATION BY THE APPLICANT

I certify all the information contained in this application form or any attachment(s), document(s) or plan(s) submitted herewith are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner's behalf.


Applicant's Signature

8/2/22
Date

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367

Site Plan for 1010 N Cunningham Avenue

We are requesting a sign with the dimensions of 8'x4', on a single pole mounted 8' from the western property line centered on our lot. The top of the sign will be 10' from the ground, with the bottom at 6' to limit sightline obstructions for vehicles entering and leaving the property. The front edge of the sign will be 4' offset from the western property line, which is still further back from the signs immediately adjacent to our property. The sign will be similar in appearance to the attached photo of the sign at our property in Rantoul.

CRISPIN



CITY OF
URBANA

Community Development
Services Department

Building Safety Division

400 S Vine St • Urbana IL 61801 • (217) 384-2443 • urbanaininois.us

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council

FROM: Shelia Dodd, Interim Community Development Director
Nick Hanson, Building Official

DATE: October 10, 2022

SUBJECT: Failure to Comply Ticket Report

This report regarding Failure to Comply Tickets is being provided to Council as indicated in Ordinance No. 2013-09-082. The attached report is for outstanding tickets issued through October 6, 2022.

Failure to Comply Report

Ticket#	File#	Address	Fine Amount	Date Issued	Date Due	Additional Fee/Fines	Total Paid	Date Paid	Balance Due	Date Appeal Received	Appeal Hearing Date	PIN	Owner	Open Violation
243	17-000191	808 S Cottage Grove Avenue	\$ 600.00	06/27/2019	07/05/2019	\$ 100.00	\$ -		\$ 700.00			922116180002	Carrillo Ricardo	9
<i>Property sold on 06/30/2022.</i>														
244	19-001514	1601 North Willow Road Apt. 317	\$ 300.00	11/18/2019	11/25/2019	\$ 150.00	\$ -		\$ 450.00			912105477028	1601 1605 WILLOW ROAD LLC	16
<i>Open violations are regular maintenance issues, which new property manager is working to address.</i>														
245	19-002429	1605 North Willow #115	\$ 300.00	01/03/2020	01/14/2020	\$ -	\$ -		\$ 300.00			912105477028	1601 1605 WILLOW ROAD LLC	0
<i>All violations have been corrected, working with property management for payment of FTC.</i>														
246	20-000017	1601 North Willow Road 202	\$ 450.00	01/22/2020	01/29/2020	\$ -	\$ -		\$ 450.00			912105477028	1601 1605 WILLOW ROAD LLC	0
<i>All violations have been corrected, working with property management for payment of FTC.</i>														
247	20-001307	1605 North Willow	\$ 450.00	07/22/2020	07/29/2020	\$ -	\$ -		\$ 450.00			912105477028	1601 1605 WILLOW ROAD LLC	0
<i>All violations have been corrected, working with property management for payment of FTC.</i>														
248	20-001307	1605 North Willow	\$ 300.00	08/21/2020	09/21/2020	\$ -	\$ -		\$ 300.00			912105477028	1601 1605 WILLOW ROAD LLC	0
<i>All violations have been corrected, working with property management for payment of FTC.</i>														
249	20-001847	1605 North Willow, Apt 103	\$ 450.00	10/15/2020	10/22/2020	\$ -	\$ -		\$ 450.00			912105477028	1601 1605 WILLOW ROAD LLC	0
<i>All violations have been corrected, working with property management for payment of FTC.</i>														
251	21-000095	701 East Washington Street	\$ 300.00	11/02/2021	11/09/2021	\$ -	\$ -		\$ 300.00			922116301001	NIEHANS, KERI M	13
<i>Property is vacant and owner is trying to sell.</i>														
254	21-000095	701 East Washington Street	\$ 500.00	11/02/2021	11/09/2021	\$ -	\$ -		\$ 500.00			922116301001	NIEHANS, KERI M	13
<i>Property is vacant and owner is trying to sell.</i>														
260	21-000095	701 East Washington Street	\$ 500.00	11/02/2021	11/09/2021	\$ -	\$ -		\$ 500.00			922116301001	NIEHANS, KERI M	13
<i>Property is vacant and owner is trying to sell.</i>														
262	21-002481	1404 East Silver Street	\$ 300.00	8/5/2022	8/12/2022	\$ -	\$ -		\$ 300.00			932121180016	PROSPER REAL ESTATE INVESTMENTS LLC	2
<i>Owner is working with structural engineer and contractor for repairs.</i>														
TOTALS			\$ 4,450.00			\$ 250.00	\$ -		\$ 4,700.00					