



DATE: Monday, March 03, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: *Christopher Evans, Ward 2*

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 02-03-2025 City Council Minutes

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

1. City of Urbana and Urbana HOME Consortium Consolidated Plan (2025-2029) and Annual Action Plan (2025-2026) – CD

F. New Business

1. **Resolution No. 2025-03-018R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement for Residential Electronics and Household Hazardous Waste Collection – PW
2. **Resolution No. 2025-03-019R:** A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat for Humanity, PY 2025) – CD
3. **Resolution No. 2025-03-020R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Funding Agreement (Habitat for Humanity, PY 2025) – CD
4. **Ordinance No. 2025-03-007:** An Ordinance Amending the Annual Budget Ordinance (Budget Amendment #6 – Omnibus) – HRF
5. **Ordinance No. 2025-03-008:** An Ordinance Providing for the Issuance of Not to Exceed \$9,000,000 General Obligation Bonds, Series 2025 – HRF

G. Old Business

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

H. Council Input and Communications

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

I. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

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

Accommodation

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

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

City of Urbana & Urbana HOME Consortium

2025-2029 Consolidated Plan

2025-2026 Annual Action Plan

Overview

- City of Urbana is an entitlement grantee of CDBG and HOME funding.
- Consolidated/Annual Action Plan required component of funding.
- Planning process identifies how CDBG and HOME funds will be used to meet identified needs.

Overview

CDBG

- Public services
- Public infrastructure/facilities improvements
- Economic development
- Housing rehabilitation

HOME

- Tenant Based Rental Assistance
- Construction/rehab of affordable housing
- Funding for Community Housing Development Organizations (CHDOs)

Consolidated Plan

(Year 1 Annual
Action Plan)

Year 2 Annual
Action Plan

Year 3 Annual
Action Plan

Year 4 Annual
Action Plan

Year 5 Annual
Action Plan



Priority Needs

Goals

Projects

Contents of Consolidated Plan

- Public Participation Process (pg. 11)
- Needs Assessment (pg. 12-47)
- Housing Market Analysis (pg. 49)
- Priority Needs & Goals (pg. 81)
- Anticipated Resources (pg. 94)

Contents of Annual Action Plan

- Expected Resources (pg. 117)
- Annual Goals and Objectives (pg. 121)
- Projects (pg. 126)
- Homeless Needs Activities (pg. 136)

Needs Assessment (NA) & Market Analysis (MA): Key Takeaways

What informed the NA and MA sections?

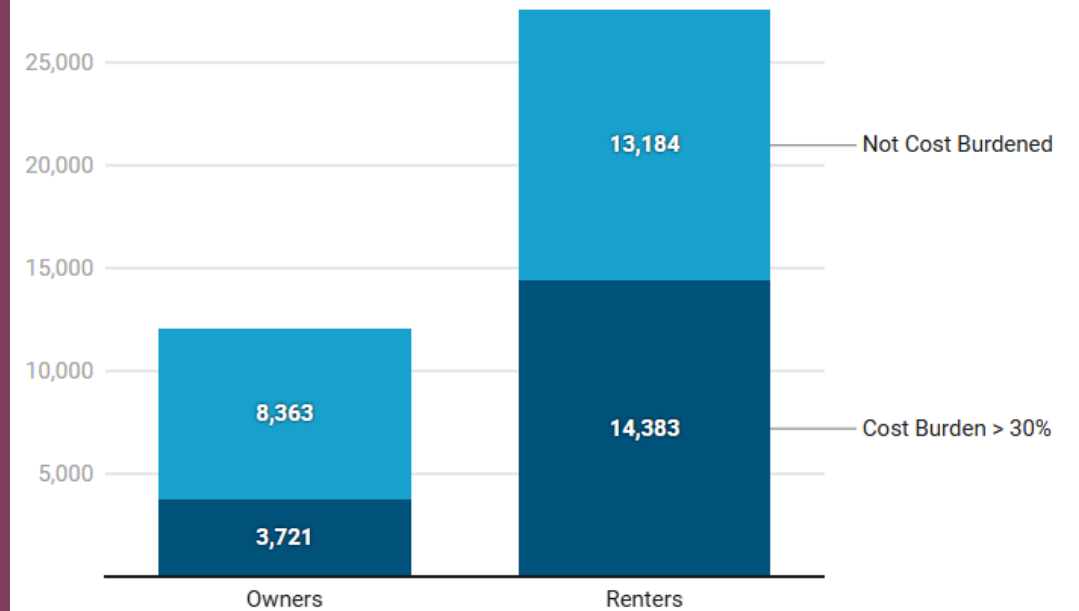
- Databases: Census, American Community Survey, HUD Comprehensive Housing and Affordability Study, and more
- Local organization plans and reports
- Service provider consultations
- Community Needs Survey and outreach events

NA & MA Takeaways

Cost burden is frequently occurring in the Consortium area

- ~52% of renters and ~30% of homeowners
- Concentrated among households at lowest income levels (<50% AMI and especially <30% AMI)
- Black households disproportionately experience cost burden
- Among homeowners, senior households disproportionately experience cost burden

Cost Burden (Consortium Area, CHAS 2016-2020)



[Get the data](#) • [Download image](#) • Created with [Datawrapper](#)

NA & MA Takeaways (Continued)

Service Provider Consultations

- Existing services are often at or near capacity; many have large waitlists
- Needs are particularly acute in homeless services and rental assistance

Community Need Survey

- Support for increasing affordable housing stock and rental assistance resources
- Addressing senior needs
- Other high priorities: mental health, childcare, food security

Anticipated Resources

CDBG				
Annual Allocation	Program Income	Prior Year Resources	Total available in FY26	Available remainder of five-year period
\$389,487	\$200,000	\$500,000	\$1,089,487	\$3,557,948

Anticipated Resources

HOME

Annual Allocation	Program Income	Prior Year Resources	Total available in FY26	Available remainder of five-year period
\$612,367	\$0	\$3,080,211.96	\$3,692,578.96	\$6,449,468

HOME ARP

Annual Allocation	Program Income	Prior Year Resources	Total available in FY26	Available remainder of five-year period
\$0	\$0	\$1,800,315.79	\$1,800,315.79	\$1,800,315.79

Next Steps

- Public comment period: Feb 24 – March 25
- Council approval in April
- Plan submitted to HUD by May 15
- Program year begins July 1

We want to hear from you!

Draft plan can be reviewed:

- Online at UrbanaIL.gov
- By request at Grants@UrbanaIL.gov or call 217-384-2447
- In person at the Community Development Department, Urbana Free Library.

City of Urbana & Urbana HOME Consortium

Consolidated Plan

2025 – 2029



City of Urbana
Community Development Services
Department
Grants Division

400 South Vine Street
Urbana, Illinois 61801



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Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Urbana and Urbana HOME Consortium Consolidated Plan identifies and prioritizes housing, community development, and economic needs of low- and moderate-income households in Urbana, and across Champaign County. The Plan serves as a guide to how the City of Urbana and Consortium members will utilize funding from the U.S. Department of Housing and Urban Development (HUD) to address these critical needs over a five-year period (2025 – 2029).

Every year of the five-year Consolidated Plan period, the City of Urbana will receive an allocation of Community Development Block Grant (CDBG) funds from HUD. The City of Urbana, acting as the lead entity of the Urbana HOME Consortium, will also receive an annual allocation of HOME Investment Partnership (HOME) funds from HUD. The Consortium consists of the City of Urbana, City of Champaign, and unincorporated Champaign County represented by the Champaign County Regional Planning Commission.

The Consolidated Plan is a collaborative document, the foundation of which is community input and engagement. Throughout the planning process, staff have consulted extensively with residents, social service organizations, and other important stakeholders to craft the goals and priorities addressed in the Plan. The City of Urbana is committed to fostering a diverse and inclusive community that engages and encourages residents and institutions to work together to make Urbana a healthy, safe, and thriving community.

Many organizations in Champaign County undertake regular planning initiatives to address low- and moderate-income housing and community development needs. The Consolidated Plan incorporates these local planning initiatives in order to ensure efforts and resources are strategically aligned. The City of Urbana and its consortium members would like to thank the many housing and social service provider agencies that have partnered in this important work.

The 2025 – 2029 Consolidated Plan and Annual Action Plan must be submitted to HUD for review and approval by May 16, 2025. Once approved, the program year will begin July 1, 2025.

The statutory goals of the CDBG and HOME programs are to provide decent housing, sustain a suitable living environment, and expand economic opportunities, principally for low- and moderate-income persons. Over the course of the five-year Consolidated Plan period, the City and Consortium will further these goals through the following:

- Increase the supply of high-quality affordable housing
- Retain existing affordable housing stock
- Assist individuals experiencing homelessness to find and maintain housing
- Improve safety and livability of neighborhoods
- Affirmatively further fair housing
- Increase access to high-quality public and private facilities and service

Evaluation of Past Performance

Each year, the City of Urbana evaluates and reports on the progress made toward the goals outlined in the Consolidated Plan, and one-year Annual Action Plan. This is accomplished through completion of the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is submitted to HUD each year for review and approval. The CAPER is made available for public review at the City of Urbana Community Development Services Department, and on the City's website.

In the prior Consolidated Plan period (2020 – 2024), the city and consortium members consistently met or exceeded the established goals. For example, sidewalk improvement projects in Urbana's low-income target areas were very successful, benefitting more residents than originally anticipated. This success was due in large part to the hard work of the City's Public Works staff. However, some goals were not met. For example, construction of affordable rental and homeowner housing fell short of the identified need in Champaign County. As the cost of housing continues to climb, consortium members will renew efforts to expand new housing construction through key partnerships with local stakeholders and affordable housing developers.

Summary of citizen participation process and consultation process

Public engagement and participation are critical to the development of the Consolidated Plan and Annual Action Plan. This process is ongoing. The draft Plan is currently available for public review, and comments will be accepted through March 25, 2025.

Summary of public comments

A summary of public comments will be provided once the 30-day public comment period has ended.

Summary of comments or views not accepted and the reasons for not accepting them

A summary of public comments will be provided once the 30-day public comment period has ended.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	URBANA	Community Development/Grants Management Division
HOME Administrator	URBANA	Community Development/Grants Management Division

Table 1 – Responsible Agencies

The City of Urbana is the lead agency for the Urbana HOME Consortium and is responsible for the administration of the HOME program. The Consortium members meet on a regular basis to discuss community challenges as well as programs being implemented with the HOME funds. Urbana staff monitor program compliance and subrecipient agreements for projects that take place within the City of Urbana and unincorporated Champaign County, and Champaign staff monitor program compliance and subrecipient agreements for projects that take place within the City of Champaign.

Both cities, the county, and Housing Authority of Champaign County have worked for many years to address housing and community development needs in the County. Staff from all three are actively engaged with other community agencies to address social services, social justice, and community housing and homeless needs. They consult with each other when emerging needs arise and work cooperatively to address issues.

Consolidated Plan Public Contact Information

Copies of the draft Consolidated Plan and Annual Action Plan are available for public review on the city's website. Questions or comments can be sent to Grants@UrbanaIL.gov.

Physical copies of the Consolidated Plan are available for review at the following locations:

Urbana City Hall

Community Development Services Department & City Clerk's Office
400 South Vine Street
Urbana

Urbana Free Library

210 West Green Street
Urbana

Champaign County Regional Planning Commission

Community Services Department
1776 E. Washington Street
Urbana

The City of Champaign is responsible to make the Plan available at the following locations:

Champaign Public Library

200 West Green Street
Champaign

Douglas Branch Library

504 E Grove
Champaign

Neighborhood Services Department

205 W. Park Ave., Suite 100
Champaign

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(I)

Introduction

The Consolidated Plan is developed by City of Urbana Grants Division staff in collaboration with staff from the City of Champaign Neighborhood Programs Division. Staff from both cities have contributed input and data to the Plan and have coordinated to conduct community-wide public engagement.

The public engagement process for the Consolidated Plan began in June 2024. During the summer months, staff attend seven community events including Neighborhood Nights, and CU Days. At these events, staff handed out flyers, surveys, and discussed local needs with residents. In addition, staff from the City of Urbana and City of Champaign conducted in-depth stakeholder interviews with 11 local housing and service provider agencies to gather data and feedback on the many needs facing low-income households in Champaign County. This input has been incorporated in the Needs Assessment.

- *Social media*
- *Newspaper notices*
- *Public Hearings*
- *Community Needs Survey*
- *Neighborhood meetings & events*

Staff are continuing to solicit feedback on the draft plan through the following activities:

The draft Consolidated Plan is available for public review and comment during the 30-day comment period, which began **Monday, February 24, and ends Tuesday, March 25**. A full summary of the public engagement activities undertaken by both parties will be provided after the close of the 30-day public comment period.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Several public and assisted housing providers have been consulted as part of the stakeholder engagement process described above. This includes the Housing Authority of Champaign County. Furthermore, the community needs survey contains a section specifically for mental health and service provider agencies to share their input on current gaps in service, and ways that coordination can be enhanced county-wide. The results of the community need survey will be provided after the close of the 30-day public comment period.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Urbana and Urbana HOME Consortium coordinate closely with the Champaign County Continuum of Service Providers to the Homeless (CSPH), which is the Continuum of Care covering Champaign County. Staff from both cities have served on the CSPH Executive Committee, or as past Executive Committee Chairs. In 2023, Urbana staff on the Executive Committee assisted with the development of the Continuum's 3-year strategic plan.

During the 30-day public comment period, the draft Consolidated Plan will be presented to the CSPH for review and comment. The community needs survey has also been sent out to all CSPH members.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS

Staff from the City of Urbana currently serve on the Continuum's Rating and Ranking Committee, which is responsible for allocating ESG funds on an annual basis. Furthermore, as members of the Executive Committee, staff from both cities have had opportunities to develop and evaluate

1. *Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities*
- outcomes, develop funding, policies, and procedures for the administration of HMIS.

A complete description of this process will be provided after the completion of the 30-day public comment period.

Citizen Participation

PR-15 91.105, 91.115, 91.200(c) and 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

Public participation is a key component of Consolidated Plan process, as CDBG and HOME funds directly impact neighborhoods across Urbana, Champaign, and Champaign County as a whole. Receiving input from residents that will be directly impacted by CDBG and HOME funds not only helps to improve services, but also ensures funds are targeted to high-impact programs. Without this feedback, the Consortium would have no means of gauging public opinion on past performance or plan future activities that effectively address the needs of residents.

Public participation activities undertaken to date include engagement through social media, public events and neighborhood meetings, public hearings, and a comprehensive community needs survey. In addition, the draft of Consolidated Plan is currently available for public review and comment during the 30-day public comment period, which ends March 25, 2025.

Summarize citizen participation process and how it impacted goal setting

A full and detailed summary of the public participation process will be provided after the close of the comment period.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

This needs assessment uses a variety of databases, reports, and local sources to evaluate needs in the Urbana HOME Consortium area related to housing affordability, homelessness, and other community development priorities. Results of a Community Needs survey conducted to inform this Plan will be summarized in this section once the 30-day public comment period has ended. The full results of the survey will also be included as an attachment to the final Plan. Among the sources

- *2016-2020 CHAS**
- *American Community Survey**
- *Annual Homeless Point in Time Count*
- *Homeless Management Information System (HMIS)*
- *Housing Authority of Champaign County Information Management System*
- *CPD Maps*
- *Champaign-Urbana Public Health District*
- *The Housing Authority of Champaign County Moving to Work Annual Plan*
- *The Champaign Urbana Public Health Improvement Plan*
- *The Analysis of Impediments to Fair Housing Choice*
- *The State of Illinois Disaster Recovery Plan*
- *2025-2029 Consolidated Plan Community Needs Survey*

used to complete this needs assessment were the following:

- *Housing Authority of Champaign County*
- *Champaign County Continuum of Service Providers to the Homeless*
- *United Way of Champaign County*
- *Champaign County Mental Health Board*
- *First Followers*
- *Habitat for Humanity*
- *City of Champaign Township*
- *Cunningham Township*

Representatives from the following organizations were interviewed:

In-depth analysis of housing and community development needs is contained throughout Sections NA-10—NA-50, but key findings of the assessment are as follows:

- *There is a significant shortage of affordable units, as evidenced by high frequency of cost burden and long waitlists for affordable units and rental assistance.*
- *As evidenced by service provider consultations and the most recent Point-in-Time count, available housing and shelter for homeless individuals and families falls short of the level of need.*
- *Some subpopulations face housing problems disproportionately:*
 - *Renters are more likely to experience cost burden (paying > 30% of monthly income on housing).*
 - *A majority of households at extremely low (0-30% AMI) and very low (30-50% AMI) income levels experience housing problems, particularly cost burden.*
 - *Black households disproportionately experience cost burden and homelessness.*
 - *Among homeowners, elderly households most frequently experience cost burden.*
- *Homeownership rates vary widely across racial/ethnic groups.*
- *Among non-housing community development needs, priorities include the following:*
 - *Sidewalk and lighting infrastructure*
 - *Childcare*
 - *Youth services*
 - *Mental health services*

A full summary of online Community Needs Survey results will be included in the final draft of this plan, after the comment period has ended.

*A note on ACS and CHAS data: When available, data for the Consortium-area, consisting of Champaign, Urbana, and unincorporated Champaign County has been used to more accurately reflect the service population, as incorporated county areas that are not part of the consortium are excluded. In cases where data is not available for the Consortium-geography, county level data is used, generally using the most recent data available. When a county level data source has been used, it is noted in the text.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

As evidenced through the data in Table 4, housing cost burden is the most frequently occurring housing problem throughout the HOME Consortium area.

Among renters, the “other” household category, which includes individuals living alone, are the group most commonly experiencing housing cost burden, followed by “small related” (2-4 persons) households. Among homeowners, elderly households represent the largest group experiencing cost burden, followed by small families and “other” category households, depending on the income and cost burden range (see Tables 6-7).

Housing problems consistently increase at lower income ranges, with households in the 0-30% AMI range experiencing the greatest number of problems (see Tables 4-5). Housing cost burden likely plays into the presence of other housing problems and could be a key factor placing households at risk of homelessness. Outside of housing cost burden, the next most commonly occurring housing issues relate to overcrowding among renter households and a lack of complete kitchen or plumbing facilities for renter households.

Rental households are more likely to be cost burdened than homeowner households: Based on the data in Table 6, 52.2% of renters in the Consortium area experience cost burden of 30% or higher, compared to 30.8 % of homeowners. Rental households also are more likely than homeowner households to experience HUD-defined housing problems such as overcrowding and substandard housing in every category across every income.

There are 14,383 cost burdened renter households in the HOME jurisdiction, paying more than 30% of their income towards housing expenses. The frequency of cost burden in very low (0-30% AMI) and low (30-50% AMI) income ranges speak to the shortage of affordable units available to low-income households.

Demographics	Base Year: 2000	Most Recent Year: 2020	% Change
Population	157,410	160,785	2%
Households	61,560	64,235	4%
Median Income	\$52,591.00	\$59,574.00	13%

Table 2 - Housing Needs Assessment Demographics

Alternate Data Source Name:

2020 Champaign County Decennial Census

Population and household data is pulled from default Consolidated Plan Sources: 2016-2020 CHAS data for Consortium area (Most Recent Year) and 2000 Decennial Census (Base Year). Median income data was not available

Data Source

Comments:

from the Consortium-level default data source, so county-wide income medians from 2000 and 2020 decennial Census were used.

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	14,287	8,401	10,582	6,373	24,570
Small Family Households	2,452	1,906	3,160	1,748	11,397
Large Family Households	149	284	523	249	1,033
Household contains at least one person 62-74 years of age	1,288	1,121	1,731	1,247	5,375
Household contains at least one-person age 75 or older	608	774	1,139	502	2,252
Households with one or more children 6 years old or younger	1,273	972	1,381	966	2,040

Table 3 - Total Households Table

Data 2016-2020 CHAS
Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	250	25	45	15	335	22	0	15	35	72
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	885	425	285	160	1,755	10	15	55	0	80
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	95	65	49	0	209	0	34	45	45	124
Housing cost burden greater than 50% of income (and none of the above problems)	6,357	1,388	130	20	7,895	1,337	279	149	38	1,803

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	989	3,118	1,275	185	5,567	234	536	1,106	221	2,097
Zero/negative Income (and none of the above problems)	3,320	0	0	0	3,320	174	0	0	0	174

Table 4 – Housing Problems Table

Data 2016-2020 CHAS

Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	7,582	1,913	510	195	10,200	1,376	328	259	118	2,081
Having none of four housing problems	4,689	4,284	5,348	3,046	17,367	645	1,887	4,452	3,019	10,003
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 5 – Housing Problems 2

Data 2016-2020 CHAS

Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,662	1,293	274	3,229	430	94	448	972
Large Related	115	109	4	228	24	85	35	144
Elderly	639	457	94	1,190	689	390	451	1,530
Other	5,577	3,084	1,075	9,736	442	255	378	1,075
Total need by income	7,993	4,943	1,447	14,383	1,585	824	1,312	3,721

Table 6 – Cost Burden > 30%

Data 2016-2020 CHAS

Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	213	213	365	54	0	419
Large Related	0	0	20	20	14	45	10	69
Elderly	479	218	64	761	575	95	63	733
Other	0	5,089	1,095	6,184	397	0	0	397
Total need by income	479	5,307	1,392	7,178	1,351	194	73	1,618

Table 7 – Cost Burden > 50%

Data 2016-2020 CHAS

Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	345	365	279	80	1,069	10	49	100	45	204
Multiple, unrelated family households	0	0	0	0	0	0	0	4	0	4
Other, non-family households	664	125	55	80	924	0	0	0	0	0
Total need by income	1,009	490	334	160	1,993	10	49	104	45	208

Table 8 – Crowding Information - 1/2

Data 2016-2020 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 9 – Crowding Information – 2/2

Data Source

Comments: Data is not available at consortium or county level

Describe the number and type of single person households in need of housing assistance.

According to American Community Survey 5-Year Estimates (2017-2022), a total of 29,796 1-person households exist in Champaign County. Broken up by age-range, groups living alone consist of 16,910 individuals aged 15 to 34 years, 9,756 individuals 35 to 64 years, and 8,386 individuals 65 years and over. The large number of young households living alone is reflective of the large local student population. Data also indicates that a significant number of single person households consist of senior citizens. Particular needs of senior households relate to housing cost burden, due to decreased and/or fixed incomes at retirement, as well as accessibility improvements and property maintenance needs.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

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22,020 individuals in the county, or 10.7% of the county population, have a disability. Older individuals are more likely to have a disability, with 17.3% of individuals ages 65-74 and 39.1% of individuals 75 and over having a disability. Median annual earnings for individuals with disabilities is \$23,493, compared to \$34,667 for individuals without disabilities. (Based on 2018-2022 ACS data for Champaign County.)

Based on data included in the 2020-2024 Illinois Criminal Justice Information Authority Violence Prevention Report, Champaign County reported 1,430 annual instances of domestic violence and 78 instances of sexual assault per 100,000. These are both higher than the state average rate of 840 instances of domestic violence and 45 for sexual assault per 100,000. Service providers consulted for this plan mention domestic violence as a contributing factor to homelessness.

What are the most common housing problems?

According to 2016-2020 CHAS data shown in the tables above, the most frequently seen single housing problem among households in the Consortium area relates to housing cost burden. A total of 18,104 households have a housing cost burden greater than 30%. 9,698 households experience a housing cost burden of over 50% of monthly income. Another common housing problem is overcrowding at a ratio of more than one person per room, which affects 2,168 households in the county. CHAS data estimates 407 housing units in the consortium area lack sufficient kitchen or plumbing facilities. A total of 12,281, or 19.1% of households experience at least one *severe* housing problem (lacks kitchen or complete plumbing, severe overcrowding at over 1.5 persons per room, or severe cost burden of over 50%).

Are any populations/household types more affected than others by these problems?

Severe problems are highly concentrated among lower-income and renter households, with over 37% of renter households experiencing at least 1 severe housing problem, compared to 17.2% of homeowners. 49.3% of households earning below 50% of the area experience at least one severe housing problem.

Based on 2016-2020 CHAS data (see Tables 10-13), and among households earning below 100% of the Area Median Income, 51.5% of White non- Hispanic homeowner households have at least one housing problem, compared to 70.64% for Black households, 58.7% for Asian households, and 53.4% of Hispanic households. This shows that, among households below the area median income, a majority of households across racial/ethnic groups experience housing problems, but that problems are disproportionately experienced by Black households.

As shown in Tables 6 and 7, Elderly households represent the largest cost burdened population among homeowners. In the same tables, the “Other” household size category, which includes individuals living alone, represents the largest group of cost burdened renters. This dynamic is likely influenced by the large student population, who are likely to live alone and often have little or no income.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either

residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

As evidenced by data in sections NA-15 and NA-20, a majority of households at extremely low-income levels experience housing problems, the most common of which is cost burden. Disproportionately high housing costs relative to residents' income is a key factor putting households at risk for homelessness, a dynamic confirmed in consultation with homeless service providers.

A range of services are available to address the needs of the local homeless population, as described below. However, due to the increase in local homelessness in recent years, many service providers report waitlists for available services, which speaks to the need for increased funding and capacity in many service areas.

Services throughout the Continuum of Care are coordinated through the Champaign County Continuum of Service Providers to the Homeless, which meets regularly to develop strategic initiatives to address homelessness and contributing factors. The Champaign County Regional Planning Commission manages several funds (ESG, IDHS, LIHEAP) to assist households with emergency rent assistance to prevent eviction and provides case management and advocacy with landlords to help households obtain and maintain stable housing. The Champaign and Cunningham Township Offices assist with emergency funds for households facing eviction. Other eviction prevention assistance is available through the statewide Illinois Court-Based Rental Assistance Program. Assistance with mortgage foreclosure issues is available through Land of Lincoln Legal Aid. Referrals to other services (food pantries, utility assistance) are made to enable households to balance budgets to pay housing costs. CoC services are provided throughout the entire county.

The Champaign County Regional Planning Commission provides case management to rapidly re-housed families and individuals. This support aims to accelerate stable housing transitions and enhance long-term self-sufficiency. Services include case management, connections to workforce development, credit counseling, benefits assistance, and other relevant supports. CoC projects offer supportive services and aftercare. ESG homeless prevention services are available for those at risk of re-homelessness. Referrals throughout the service network are made for family support, employment, childcare, transportation, and healthcare assistance. Data collection and analysis are conducted through HMIS.

Through consultations with service providers, identified barriers for households transitioning to stable housing include insufficient funds for security deposits, application fees charged by some property management companies, as well as discrimination by landlords regarding clients' past credit history and/or eviction record.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Rapid re-housing and other homeless assistance is currently provided through multiple agencies throughout the CoC but is coordinated through Centralized Intake with CCRPC. Centralized Intake serves as a coordination point for households experiencing homelessness. Centralized Intake staff coordinate with the homeless services providers in Champaign County to link households experiencing homelessness with housing and shelter options when there are program vacancies. Referrals are made to local community resources based on program eligibility and availability and the needs of the individual served.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

By far the greatest housing characteristic linked to a risk of homelessness in the Urbana Champaign entitlement jurisdiction is lack of affordability. Based on cost burden data in this Needs Assessment, a majority of low-income persons cannot reasonably afford a decent housing unit in the current market, and the number of affordable units available does not meet the level of need. Other than general lack of affordability in the housing market, other factors contributing noted in service provider consultations include poor credit and eviction history, and securing enough money for down payments, all of which make finding new housing difficult when a household is facing or at-risk of homelessness.

Homelessness is also disproportionately experienced by Black households in Champaign County (55.91% of the homeless population is Black, based on 2024 PIT data). This disproportionate impact is influenced by several overlapping factors: median Black household income is lower than the area median, Black households are more likely to rent, and disproportionately experience cost burden.

Renters in general also tend to have fewer assets (such as equity built over time by homeowners), with many households having little or no cushion in times of economic crisis. However, due to historic housing discrimination, Black households often have less access to generational wealth that White households were more often able to establish and pass down through generations, which means that, while many households and individuals turn to family in times of crisis, Black family networks are less likely to have resources to support households facing homelessness. These dynamics of racial disparity in homelessness were recently outlined in a report by the Institute for Research on Race and Public Policy at the University of Illinois Chicago (<https://irpp.uic.edu/#black-homelessness-in-illinois-report-release>).

Local service provider consultations also point to domestic violence as a factor frequently pushing families into homelessness.

Discussion

The information included in this Needs Assessment will inform the decision-making processes of the Urbana HOME Consortium and the establishment of goals in this plan. In particular, housing cost burden emerges from the CHAS data as a serious need, particularly for low-income renters, while the needs identified for single people, elderly households, the homeless, those in danger of becoming

homeless, and those threatened by domestic or dating violence are also key findings. Goals related to alleviating the problems that affect those populations will reflect the trends and input shown above.

The frequency of cost burden among low-income households speaks to the shortage of available, affordable units in the Consortium area and the need to develop strategies to increase affordable housing supply, as well as other resources to reduce housing costs, such as rental assistance.

The frequency of cost burden among elderly homeowners in particular speaks to the need for rehabilitation resources for senior households, who due to a combination of being more likely to have reduced income and mobility challenges, may need additional resources for property upkeep. Increased affordable rental housing supply targeted at seniors could be another potential solution for households who no longer wish to own a home, or who wish to “downsize” their residence. Relatedly, policies and resources allowing for easier construction of accessory dwelling units (ADUs) could provide “aging-in-place” solutions for seniors who wish to live with family in a separate unit on a single lot.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Disproportionately greater need is said to occur when members of a certain racial or ethnic group within a particular income category experience a housing problem at a rate of 10% or higher than the rate at which that housing problem is experienced by members of the income group as a whole. Tables 10-13 show frequency of housing problems in the Consortium area by income level and race/ethnicity. Housing problems are defined as a household experiencing one or more of the following: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1 person per room, 4. Cost Burden over 30%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,210	1,105	2,742
White	6,687	780	1,002
Black / African American	2,742	210	265
Asian	1,765	0	1,320
American Indian, Alaska Native	64	4	10

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Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	0	0	0
Hispanic	672	85	110

Table 10 - Disproportionally Greater Need 0 - 30% AMI**Data** 2016-2020 CHAS**Source:**

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,460	2,268	0
White	3,909	1,458	0
Black / African American	1,254	430	0
Asian	865	189	0
American Indian, Alaska Native	4	4	0
Pacific Islander	0	0	0
Hispanic	315	134	0

Table 11 - Disproportionally Greater Need 30 - 50% AMI**Data** 2016-2020 CHAS**Source:**

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,665	7,507	0
White	3,394	5,943	0
Black / African American	709	747	0
Asian	370	340	0
American Indian, Alaska Native	12	29	0
Pacific Islander	0	30	0
Hispanic	119	369	0

Table 12 - Disproportionally Greater Need 50 - 80% AMI**Data** 2016-2020 CHAS**Source:**

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,182	5,878	0
White	811	4,768	0
Black / African American	135	360	0
Asian	200	400	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	30	294	0

Table 13 - Disproportionally Greater Need 80 - 100% AMI**Data** 2016-2020 CHAS**Source:**

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

- *0-30% of AMI (extremely low-income): 76.04% of all households between 0-30% AMI experience a housing problem; however, no racial or ethnic group experiences the technical definition of disproportionate need (10% higher than the general population). African American households experience the highest rate of housing problems in this income range, with 85.23% of households experiencing a housing problem.*
- *30-50% of AMI (low-income): 74.01% of all households between 30-50% AMI experience a housing problem; however, no racial or ethnic group experiences the technical definition of disproportionate need. Asian households experience the highest rate of housing problems in this income range, with 82.07% of households experiencing a housing problem.*
- *50-80% of AMI (moderate-income): Within this income group, 38.33% of all **household's** experience housing problems, and African American and Asian households experience disproportionate need, at 48.7% and 52.11%, respectively.*
- *80-100% of AMI (middle-income): Within this income group, 16.74% of all **household's** experience housing problems, and African Americans (27.27%), American Indian/Alaskan Natives (71.43%), and Asian Americans (33.33%) experience disproportionate need.*

Key findings from each of the four income levels are as follows:

See section NA-30 for an in-depth discussion of disproportionate needs identified among racial/ethnic groups.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater number of severe housing problems is said to occur when members of a certain racial or ethnic group within a particular income category experience a severe housing problem at a rate of 10% or higher than the rate at which that severe housing problem is experienced by members of the income group as a whole. Severe housing problems are defined as a household experiencing one or more of the following: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	10,971	2,344	2,742

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Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	5,810	1,664	1,002
Black / African American	2,472	480	265
Asian	1,739	24	1,320
American Indian, Alaska Native	64	4	10
Pacific Islander	0	0	0
Hispanic	618	139	110

Table 14 – Severe Housing Problems 0 - 30% AMI**Data** 2016-2020 CHAS**Source:**

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,483	6,275	0
White	1,608	3,794	0
Black / African American	514	1,170	0
Asian	245	805	0
American Indian, Alaska Native	0	8	0
Pacific Islander	0	0	0
Hispanic	110	339	0

Table 15 – Severe Housing Problems 30 - 50% AMI**Data** 2016-2020 CHAS**Source:**

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,231	10,957	0
White	697	8,658	0
Black / African American	389	1,072	0
Asian	95	620	0
American Indian, Alaska Native	0	41	0
Pacific Islander	0	30	0
Hispanic	54	439	0

Table 16 – Severe Housing Problems 50 - 80% AMI**Data** 2016-2020 CHAS**Source:**

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	489	6,555	0
White	299	5,250	0
Black / African American	59	430	0
Asian	124	475	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	0	324	0

Table 17 – Severe Housing Problems 80 - 100% AMI**Data** 2016-2020 CHAS**Source:**

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

- *0-30% of AMI: Disproportionate need is experienced by the American Indian and Alaska Native population*
- *30-50% of AMI: No disproportionate need is experienced*
- *50-80% of AMI: Disproportionate need is experienced by the Black/ African American population*
- *80-100% of AMI: Disproportionate need is experienced by the Asian population*

Key findings from each of the four income levels are as follows:

Tables 14-17 demonstrate the concentration of severe housing problems, the most common of which is severe cost burden, among extremely low income (0-30% AMI) households. 10,971 households—72.3% of all households experiencing a severe housing problem—are in this income range. This speaks to the shortage of affordable housing and gaps in resources for the lowest income households in the consortium area.

See section NA-30 for discussion of disproportionate need among different race/ethnic groups.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater cost burden is said to occur when members of a certain racial or ethnic group within a particular category experience cost burden at a rate of 10% higher than the rate at which cost burden is experienced by members of that category as a whole. Table 18 contains cost burden data grouped by race/ethnicity sourced from the 2016-2020 CHAS study.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	49,151	10,912	12,760	3,709
White	39,468	7,506	7,384	1,431
Black / African American	4,132	1,645	2,845	280
Asian	3,064	1,190	1,560	1,755
American Indian, Alaska Native	111	22	64	10
Pacific Islander	45	0	20	0
Hispanic	1,778	359	613	200

Table 18 – Greater Need: Housing Cost Burdens AMI

Data 2016-2020 CHAS
Source:

Discussion

Based on the 2016-2020 CHAS data shown in Table 18, 30.93% of households in the Consortium area experience some form of cost burden. The data also demonstrates that disproportionate cost burden is experienced by Black/African American households, 50.44% of whom are cost burdened, as well as by American Indian/Alaskan Native households 41.55% of whom are cost burdened. As discussed elsewhere in this plan, Black/African American households are more likely to rent in the Consortium area, and renters also disproportionately experience cost burden. More discussion of disproportionate need is contained in Section NA-30.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The tables in section NA-15 through NA-25 reflect that, in extremely low (0-30% AMI) and very low (30-50%) income brackets, households across race and ethnic groups are very likely to experience housing problems, particularly cost burden. However, the data also shows that some groups, particularly Black/African Americans, are often experiencing higher rates of housing problems. As discussed in section NA-25, Black/African American households and households reported as Native American, Alaska Native disproportionately experience cost burden in general. As demonstrated by section NA-15 and NA-20, Asian households also experience disproportionate housing problems in some income groups. Needs of particular groups are discussed further below.

The relatively high rates of housing problems among Black households reflect a few overlapping dynamics. First, due to historic forms of housing discrimination, such as redlining and discrimination among lenders and realtors, homeownership was often inaccessible to black households through much of the 20th century. While Fair Housing law now provides some protection against more overt forms of housing discrimination, past histories of discrimination—in which White households acquired and inherited real estate wealth while Black households were barred from doing so—have contributed to a racial wealth gap and housing inequality that has persisted through generations to this day. This dynamic has been documented nationally in Richard Rothstein’s *The Color of Law*, and locally in *Injustice sheltered: Race relations at the University of Illinois and Champaign-Urbana, 1945-1962*, a 1990 Doctoral Dissertation by Carrie Franke at the University of Illinois. Present-day housing dynamics reflect this history: based on 2018-2022 ACS data, 73.4% of Black households in Champaign County rent their home, while only 36.7% of white households do so. As previously discussed, renters disproportionately experience housing problems, which corresponds to the higher share of Black households experiencing housing problems. Finally, ongoing income inequality across race/ethnicity contributes to disproportionate housing cost burden: according to 2018-2022 ACS estimates, the median annual income for White households in Champaign County is \$72,287, but only \$37,362 for Black households.

The large share of Asian residents shown to be experiencing housing problems in some income brackets is likely influenced by the large Asian student population at the University of Illinois. To expand on this, in 2022, the University’s [Fall Enrollment Report](#) reports 10,117 enrolled Asian Students. The 2022 5-Year ACS reports 22,693 Asian residents of Champaign County. This makes for a larger proportional share of Asian residents who are enrolled as university students than for any other demographic group. Income data (and in turn, cost burden data) can be difficult to understand for students. While some students are certainly experiencing genuine economic need, other students may have little direct income, but have needs met through family or financial aid, sources that may not be calculated as income. However, due to the way income is reported, and cost burden is calculated (a ratio of income to housing cost), students in very different circumstances may both be reported as experiencing cost burden.

More generally, the large share of university students residing in the Consortium-wide area (in particular, within the Cities of Urbana and Champaign) likely influences overall income and cost burden rates. A 2019 study by the Harvard Joint Center for Housing Studies found that Champaign-Urbana's rent burden rate dropped from 60% down to around 46% when adjusting for the student population. In the same study, the City of Urbana's overall poverty rate dropped from 27.1% (4th highest in Illinois), down to 14.3% (12th highest in Illinois), when adjusted for the student population (see <https://www.jchs.harvard.edu/blog/are-cost-burdens-high-in-small-university-dominated-metros>). More research and coordination with the university is needed to fully understand the needs of student populations.

American Indian or Alaska Native residents are also shown to disproportionately experience some housing problems, particularly cost burden. Because of the relatively small number of households in that category compared to other demographics, it is difficult to speak with much detail to particular needs of this group based on available data. However, based on supplemental 2018-2022 ACS data for Champaign County, it appears that a majority (69.5%) of area households in this group own their home, so potentially beneficial policies could include affordable ownership opportunities and aid with maintenance and repair costs.

Overall, the data in sections NA-10 through NA-30 speaks to the need for greater housing affordability across all groups at the lowest income levels, where it is currently difficult for most households to find a unit within a reasonable budget. This could be supported through both through the creation of new affordable units and assistance to renters. Evidence of disproportionate need, particularly among Black households, speaks to the need for equitable homeownership opportunities to address existing gaps and to remedy patterns established by past discrimination, as well as the need for increased affordable rental stock and resources for households who continue to rent. Finally, public services and economic development initiatives may help to address some of the upstream causes of income inequality, which in turn contribute to disproportionate cost burden.

If they have needs not identified above, what are those needs?

2018-2022 ACS data for Champaign County (see table below) shows a wide range of homeownership and rental rates across different demographic groups. While some groups, such as Asian households, may be disproportionately represented among college student populations, who generally rent by choice, other groups may disproportionately rent as a result of differences in income and wealth across demographic groups, such as Hispanic and Black Households. This speaks to a need for affordable ownership opportunities and increased opportunities to build wealth for historically marginalized populations. However, given that many households will continue to rent, either by choice or necessity, and the fact that renters are currently disproportionately experiencing cost burden (see NA-10), resources and policies directed towards rental affordability are also necessary.

	Occupied housing units	Owner-occupied housing units	Renter-occupied housing units	Renter %	Owner %
Occupied housing units	82,467	44,154	38,313	46.46	53.54
One race --					
White	58,323	36,921	21,402	36.70	63.30
Black or African American	10,875	2,895	7,980	73.38	26.62
American Indian and Alaska Native	118	82	36	30.51	69.49
Asian	8,924	2,620	6,304	70.64	29.36
Native Hawaiian and Other Pacific Islander	39	0	39	100.00	0.00
Some other race	899	355	544	60.51	39.49
Two or more races	3,289	1,281	2,008	61.05	38.95
Hispanic or Latino origin	3,861	1,427	2,434	63.04	36.96
White alone, not Hispanic or Latino	56,448	36,179	20,269	35.91	64.09

Data Source: ACS 2018-2022 (Champaign County)

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Based on 2020 Census Data, concentrations of Black households exist North of University Avenue within the Champaign-Urbana Area, as well in areas of West Champaign and East Urbana. Concentrations of Hispanic or Latino households exist in Northern areas of the two cities. The largest concentration of Asian households is in and around the center of the CU metro area containing the University of Illinois.

See also the Community Development Target Area map, showing majority low-to-moderate (LMI) income areas identified for particular focus in addressing community development needs.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

Section NA-35 is informed by data from the PIC (PIH Information Center), the Housing Authority of Champaign County's (HACC) [2025 Moving to Work \(MTW\) Plan](#), and consultation with HACC.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	25	388	2,258	1,064	1,164	0	0	0

Table 19 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data PIC (PIH Information Center); 2025 MTW Report
Source:

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	5,992	9,531	10,724	0	10,724	0	0
Average length of stay	0	0	4	5	0	5	0	0
Average Household size	0	1	1	3	0	3	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	4	152	72	0	72	0	0
# of Disabled Families	0	6	135	176	0	176	0	0
# of Families requesting accessibility features	0	25	388	1,109	0	1,109	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 20 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	10	104	161	0	161	0	0	0
Black/African American	0	15	278	940	0	940	0	0	0
Asian	0	0	3	3	0	3	0	0	0
American Indian/Alaska Native	0	0	2	4	0	4	0	0	0
Pacific Islander	0	0	1	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 21 – Race of Public Housing Residents by Program Type

Data PIC (PIH Information Center)
Source:

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	6	19	0	19	0	0	0
Not Hispanic	0	25	382	1,090	0	1,090	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 22 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The needs of the public housing tenants and applicants on the waiting list for accessible units are as follows: Wheelchair accessibility, sensory (hearing and visual impairment), grab bars in bathrooms and Uniform Federal Accessibility Standard (UFAS) compliant units.

According to HACC's 2022 Annual Report, HACC maintains 394 units of senior housing, which typically includes built-in accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

- *Federal RAD Housing Choice Vouchers (Site-Based): 2,514*
- *Federal MTW Housing Choice Voucher Program (Tenant Based): 1,466*
- *Federal MTW Housing Choice Voucher Program (Project Based): 3,965*

HACC's 2025 MTW Plan Reports the following number of individuals on its program waitlists:

HACC reports that over 50% of all applicants on the Tenant Based Waiting List are also on one or more of the Project Based Waiting Lists. The large number of individuals on HACC waitlists speaks to the prevalence of cost burden among low-income households in Champaign County.

The 2025 MTW Plan identifies increased housing resources for special needs population, individuals exiting the justice system, and homeless individuals and families as service priorities. Related to this, the Plan's goals include expanding Sponsor-based voucher referrals for the subpopulations. The Plan also includes objectives related to improving and expanding existing self-sufficiency resources through its existing MTW programming, such as employment, small business, and education opportunities.

Consultations identify landlord participation can be an obstacle to securing housing even after households have been awarded to vouchers. While source-of-income discrimination is officially prohibited in the state of Illinois, but service providers report that credit history and eviction records continue to present mechanisms for discrimination. To combat these obstacles, HACC conducts a landlord outreach program which includes some incentives and maintains a list of landlords with a history of cooperating with the voucher program to refer new program participants to. HACC has shared this list with other organizations in the community who operate rental assistance programs.

How do these needs compare to the housing needs of the population at large

Key trends identified in the data in Tables 19-22, include the large share of single, elderly households among public housing residents (much of HACC's unit-based assistance is Senior-specific housing), the low-income of tenants relative to the general population, and the large share of Black households receiving assistance.

The trends correspond to other data observed throughout the needs assessment. Elderly households and Black households in general disproportionately experience cost burden in Champaign County, so it follows they would be more likely to receive assistance in the form of rent-capped units or housing vouchers.

Regarding income, HACC generally requires residents receiving assistance to have no more than 50% of the area-median income, but the data in this section shows that most households are well below this, and that HACC is often serving a clientele who would be unable to acquire housing within a reasonable budget otherwise. However, a comparison of the number of public housing units and vouchers available with the number of individuals on HACC's waitlists, as well as with the total number of households receiving cost burden, speak to the fact that the amount of available assistance for low-income households is falling far short of the need.

Discussion

HACC provides a range of needed services throughout the community, ranging from affordable units to vouchers and supportive services. However, despite this important work, Section NA-35, in combination with the rest of this Plan's Needs Assessment, highlights a significant gap between the demand for affordable housing in Champaign County and the available resources. This is demonstrated by the high demand for Housing Choice vouchers and public housing units, and a comparison with the number of available units and vouchers with the number of households experiencing cost burden. HACC's 2025 MTW Plan acknowledges these needs and prioritizes expanding resources for special populations, but the scale of affordability needs in Champaign County will require continued coordination of policy solutions among service providers, as well as further policy interventions in the local housing market, which is currently failing to provide enough housing at affordable rates for many community members. The Consortium will also need to continue working to attract other affordable housing developers besides HACC to work in the area.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

The Champaign County Continuum of Service Providers to the Homeless (CSPH) tracks data related to homelessness and has provided it as part of this Plan to shed light on the characteristics of the homeless population in Champaign County. The data break the homeless population down by various characteristics. This information is the primary data source for this section of the Needs Assessment and has been supplemented with consultation with service providers.

The Champaign County Regional Planning Commission operates Coordinated Intake for the CSPH. United Way of Champaign County maintains [an interactive visual graphic](#) of existing shelter services throughout the continuum. Based on the Fall 2024 Continuum of Care inventory data, there are currently 144 permanent supportive housing beds, 16 rapid rehousing beds, 96 transitional housing beds, and 162 emergency beds or vouchers.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	92	19	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	145	23	0	0	0	0
Chronically Homeless Individuals	17	2	0	0	0	0
Chronically Homeless Families	3	0	0	0	0	0
Veterans	9	1	0	0	0	0
Unaccompanied Child	16	0	0	0	0	0
Persons with HIV	1	0	0	0	0	0

Data Source: 2024 Point in Time Count Data
Comments:

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The most detailed data on homelessness in Champaign County is collected on an annual basis during the Point-in-Time (PIT) count each January. The 2024 PIT count found 279 homeless individuals with 237 sheltered and 42 unsheltered. This represents a continued increase from counts in previous years (137 individuals in 2022, 215 individuals in 2023). Based on HMIS data maintained throughout the continuum, in the last year, 402 individuals were homeless at some point in the program year. The average length of time spent homeless

was 102 days.

From the 2024 PIT count, of the 279 individuals experiencing homelessness, 10 were veterans, and 16 were unaccompanied youth. All unaccompanied youth were ages 18-24. 33 individuals reported having a serious mental illness, 10 reported having a substance use disorder, one reported living with HIV/AIDS, and 20 self-identified as adult (over the age of 18) survivors of domestic violence. These traits are not mutually exclusive: the same individual may have reported having more than one of the listed circumstances. This supplementary information demonstrates that homelessness is sometimes accompanied by other physical and mental health issues requiring additional supportive services. However, it is also worth noting that many individuals identified by the PIT count do not report a serious mental illness or substance use disorder, which speaks to the fact that the primary drivers of homelessness are economic factors related to income and housing affordability. Service providers consulted also point to landlord discrimination against clients' credit and eviction history as a barrier keeping individuals unhoused, even when clients have been awarded housing vouchers.

Both children and young adults were found experiencing homelessness: this total number includes 64 children (under 18) and 35 young adults (aged 18-24). The remaining 175 individuals were over the age of 24. Of the 279 surveyed individuals, 120 identified as female, 156 identified as male, 2 identified as non-binary, and 1 identified as having a culturally specific identity.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	73	11
Black or African American	135	25
Asian	3	1
American Indian or Alaska Native	0	1
Pacific Islander	3	0
Other/multi-racial	23	4
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	26	0
Not Hispanic	211	42

Data Source

Comments: 2024 Champaign County Point-in-Time Count

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2024 PIT count, there were 279 individuals across 199 households experiencing homelessness in Champaign County on the day of the count. Among homeless households with at least one adult and one child, there are 35 households containing 111 individuals. Based on this information, homeless families represent approximately 39.78% of the local homeless population. Among those families experiencing homelessness, 77.48% are Black households, which speaks to the disproportionate impact of homelessness on the local Black population. Of the 35 family households experiencing homelessness, 6 households consisting of 19 individuals were unsheltered.

Both children and young adults were found experiencing homelessness: this total number includes 64 children (under 18) and 35 young adults (aged 18-24).

10 homeless veterans were identified during the 2024 PIT count, none of whom reported being in a household with children.

Within the CSPH, Cunningham Township runs an 8-unit emergency shelter program for families with children enrolled in the Urbana School District, and as of October 2024, all units were occupied. Another 8-unit emergency shelter for families with Children is operated by the Champaign County Regional Planning Commission and was also at capacity as of October 2024. Other shelter options are visualized in a [Centralized Intake graphic online](#). When shelter bed vacancies occur, it is for typically a brief period, before an individual or household on an existing waitlist can be contacted and place in that spot.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The PIT data shows substantial racial disparity in homelessness in Champaign County (see Table—Nature and Extent of Homelessness above). Of the 279 individuals experiencing homelessness in 2024, 160, or 57.35% were Black or African American, while 84, or 30.11% were white. As mentioned above, the proportion of homeless Black families (77.48% of all homeless families) is even higher. For comparison, 2018-2022 ACS Data for Champaign County as a whole reports 73.6% White residents and 15.4% Black residents (among residents reported as one race alone, or in combination with one or more other races). This shows clear evidence that Black households in the Consortium area are being disproportionately impacted by homelessness.

26 Hispanic individuals (of any race) were identified in the PIT count. Other racial/ethnic groups identified in the PIT count in smaller numbers (fewer than 10 individuals) include Asian, American Indian, Alaska Native, or Indigenous, Middle Eastern or North, Native Hawaiian or Pacific Islander, and Multi-Racial.

See section NA-10 for further discussion of factors contributing to racial disparity in homelessness.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2024 PIT Count indicates that 237 persons were found to be sheltered while 42 (representing 15.05% of all homeless) were unsheltered. Among unsheltered individuals, 19 were in a family household with at least one adult and child and the other 23 were single individuals. Among unsheltered single individuals, 4 were women and 19 were men.

Discussion:

A total of 279 individual persons experiencing homelessness in were identified during the most recently available PIT count, conducted in January of 2024. Demographic data from the PIT count demonstrate disproportionate impact of homelessness on Black households.

The data on unsheltered individuals and families and service provider consultations also demonstrates that current shelter and rental assistance capacity is not meeting the level of need. This fact speaks to the need for increased bed and voucher capacity, while continuing to address upstream causes of homelessness, primarily by increasing housing affordability, as well as protections and resources for households facing eviction. Service providers consulted identified expanded emergency family shelter and women's shelter capacity as particularly acute needs, and the CSPH strategic plan identifies increasing Permanent Supportive Housing capacity as a key area of need.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Services for several special needs populations have been identified as requiring attention within the Consortium jurisdiction. Among those populations are residents in need of supportive services for

substance abuse, mental health and intellectual/developmental disabilities. A number of resources and strategies exist among local service providers aimed at addressing needs of these populations.

Service providers and residents were both likely to rate mental health among the highest non-housing services priorities in the community in consultations and surveys.

The 2021-2023 Champaign County Community Health Improvement Plan notes mental health and behavioral health problems as high priorities. Respondents to a survey to inform the plan were asked to rank resources in their community. Mental health services was the service area in Champaign County most frequently rated at inadequate by respondents. Additionally, mental health was ranked as the number one health concern, followed by child abuse and neglect.

Respondents to a survey to inform the Consolidated Plan regularly mentioned service cost/affordability, provider capacity, public awareness, and transportation/access as the most common barriers to clients accessing services, and funding and staffing as the most commonly experienced operating challenges. **Describe the characteristics of special needs populations in your community:**

According to County Health Rankings, the ratio of mental health providers per 100,000 has consistently improved over time, moving from 400:1 in 2020 to 291:1 in 2024. Based on the same data source, in 2024, adults reported an average of 5 poor mental health days per month, slightly above the state average (4.2) and national average (4.8).

According to the CDC, National Vital Statistics System, the Champaign County suicide rate in 2018 was 12.9 per 100,000 which is higher than the state of Illinois rate of 10.8 but lower than the national rate of 13.4. According to the death certificate data compiled by Vital Records at Champaign-Urbana Public Health District, there were 262 drug-related deaths for the five-year period 2015-2019. Of these deaths, 198 were residents of Champaign County. Opiates were the leading cause of drug-related deaths in Champaign County.

What are the housing and supportive service needs of these populations and how are these needs determined?

The Champaign County Mental Health and Developmental Disabilities Board completed the 2022 Community Needs Assessment with input coming from four broad audiences: people receiving services, caregivers, service providers, and community stakeholders. An online survey was widely distributed, and additional supporting content came from local community assessments, statewide data, and national reports aided in completing the assessment. Champaign County residents who participated in the community needs assessment identified barriers: limited provider capacity, limited ability to pay, transportation issues, services hard to figure out/not well coordinated, belief that the service or provider will not be helpful, and stigma about the condition.

The 2021-2023 Community Health Improvement Plan (CHIP) identified the following priorities for addressing behavioral health needs: increase capacity, create a behavioral health triage center,

promote education and training on mental and behavioral health to reduce stigma, and provide youth-targeted prevention programs. The Long-Term Goals in the CHIP related to mental health include: Promote community awareness about behavioral health and encourage participation in data collection to support prevention programs; Implement early intervention and assessment practices to reduce the impact of mental and substance use disorders; Expand current available treatment and develop new treatment services.

The housing needs of people with ID/DD are met with Community Integrated Living Arrangements (CILAs). The CCRPC Independent Service Coordination unit is responsible for assessment, referral, transition planning, placement, service coordination, and monitoring of all individuals in Champaign County who have Medicaid waiver funding (CILA or other). In addition to 24 hour supports offered through CILAs, many individuals with ID/DD maintain independence with less intensive supports, some through Medicaid waiver programs like the Home-Based Support program (HBS), Intermittent CILA, and Family CILA, and some through local funding. The settings are typically apartments but sometimes houses, and the providers of service include Developmental Services Center and Community Choices, Inc.

According to the Community Health Improvement Plan, youth in need of mental health services can often be served through schools. Needs of the population in need of support from drug and alcohol abuse are currently assessed by the police or hospitals. The service needs of individuals with intellectual and/or developmental disabilities are identified and planned for by a Pre-Admission Screening/Independent Service Coordination Agency (PAS/ISC). This agency will help the individual or household in need to enroll in the PUNS database, which is a waiting list and needs assessment tool for the state and local planners. Individuals whose support needs are met through local funding (less than 24 hour/day support) may have assessment, referral, planning support services through other case managers than the RPS PAS/ISC team. For youth in need of mental health services, the Screening, Assessment, and Support Services (SASS) initiative can direct youth to the most appropriate agency.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the [Illinois Department of Public Health](#), the HIV incidence rate in Champaign County was 8.2 per 100,000 people from 2016-2023. Through 2016-2023, the AIDS incidence rate was 3.13 per 100,000 people. According to Illinois Department of Public Health surveillance information, there were 255 individuals living with HIV and 207 individuals living with AIDS in Champaign County as of January 31, 2023.

The East Central Illinois HIV Care Connect is a linkage of care coordinators and service providers for area residents living with HIV. Specific programs include support groups, oral health care, housing and utility support, primary medical services, nutritional support, vaccination, transportation, mental health assistance, and legal guidance.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

Residents, service providers, and reports consulted for this plan all point to the need for improved behavioral and mental health services in Champaign County.

Plans consulted show that work is underway on the part of a network of government bodies, non-profit agencies, and service providers to better serve the special needs populations within the Consortium jurisdiction. Statistics related to increased availability and quantity of mental health providers in the area point to some positive improvement in this area. However, noted obstacles to services such as provider capacity, funding, and costs of services to clients will require ongoing strategizing to address.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Consultations with local service providers demonstrate that available homeless shelter space is not currently meeting demand within the consortium; Strides, the area's only low-barrier emergency shelter for individuals reports operating at overflow capacity every night in the past service year. Emergency family shelters are also typically operating at capacity. Homeless service providers consulted also report that the homeless population struggles in some areas to access public restroom facilities. Strides shelter operates a day center, where individuals have access to laundry and shower facilities, but in recent years has struggled with capacity and maintenance costs for these services.

The City of Urbana is working to address food access needs in existing food deserts by attracting and/or helping to develop community grocery stores near neighborhoods that currently lack convenient access.

How were these needs determined?

Needs for public facilities were assessed through service provider consultations and analysis of community needs survey results.

Describe the jurisdiction's need for Public Improvements:

Local public works departments in Champaign and Urbana both inventory and plan for addressing infrastructure needs in annual Capital Improvement Plans. The City of Urbana Grants Division provides CDBG funding to Urbana's Public Works Department for eligible infrastructure improvement projects in low-income targeted areas of the city. The City of Champaign utilizes other city general funds for targeted infrastructure improvement projects.

Respondents to a community needs survey identified pedestrian infrastructure and street lighting as top infrastructure priorities. Bicycle and Pedestrian Plans highlight the need to connect low-income neighborhoods to the larger transportation network with safe infrastructure. While walking and biking are valued by residents, some low-income neighborhoods lack safe infrastructure. Survey respondents also mention concerns about traffic safety and the need for traffic calming measures.

- Capital Improvement Plan (Champaign, 2023)
- Capital Improvement Plan (Urbana, 2023)
- Urbana Bicycle Master Plan (2016)
- Urbana Pedestrian Master Plan (2020)
- Champaign Bicycle Implementation Plan (2023)
- Urbana Comprehensive Plan (DRAFT)
- Champaign Comprehensive Plan
- Champaign-Urbana Long-Range Transportation Plan (DRAFT)

How were these needs determined?

Describe the jurisdiction's need for Public Services:

Residents and service providers frequently rate homeless services, childcare, and mental health services as top priorities.

The City of Urbana supports local social service agencies through its Community Services Grant. Previously operated as the Youth Services Grant, the next year's funding cycle is expanded to programming for low-income residents generally (no longer limited to youth). Past funding for has included state funds and CDBG, but next year's grant cycle will consist entirely of general funds. Eligible service areas include education, employment/job training, family support/special needs, food security, healthcare, housing/homelessness prevention, immigration services, senior services, violence prevention, and youth services.

Approximately \$6 million annually are collected through a tax levy and distributed to Champaign County organizations providing mental health and developmental disability services through the Champaign County Mental Health and Developmental Disabilities Board.

Champaign County Regional Planning Commission, a Consortium member representing unincorporated areas of the county, provides additional supportive services to County residents, including developmental disability, homeless, housing counseling, senior, youth, and transportation services.

How were these needs determined?

Public service needs were assessed through service provider consultation, community needs survey, and review of local data reports, particularly in the Champaign Urbana Public Health Improvement Plan.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market in the Consortium consists of a variety of housing types, often serving different segments of the population. The most common housing type is 1-unit, detached structures (49%), commonly known as single-family homes, most of which are owner-occupied. While about 20% of renters live in single-family homes, a majority live in buildings containing 5 or more units (65% of renters). As discussed in the Needs Assessment, low-income households in general are more likely to rent, as are most minority populations. Vacancy rates vary considerably based on housing type, from 7% for single-family homes to 18% in buildings with 5 or more units. Location of different housing types varies widely throughout the Consortium area, based on local zoning regulations, proximity to the University and downtown business areas, among other factors.

Much of the Consortium's housing stock is built and targeted toward the area's large and increasing University Student population. This dynamic helps to explain the significant share of housing units contained in large (5+ units) multifamily developments (37% of all units), as well as the high vacancy rates reported in this housing type (students produce frequent seasonal and turnover-related vacancies). It is also likely that the student population somewhat skews estimations of the Consortium area's low-income population size and cost burden rates (See <https://www.jchs.harvard.edu/blog/are-cost-burdens-high-in-small-university-dominated-metros>).

Based on available data, the most severe shortage of affordable units appears among extremely low-income households (0-30% AMI), where CHAS data estimates only 2,348 units affordable at that income level exist, compared to 14,287 households at that income range. In dollar terms, a 3-person household earning \$28,700 would be at the upper end of the "extremely low-income" range and would need a monthly rent of no more than \$717.50 to have rent below cost burden levels (based on HUD's 2024 median family income estimates). For reference, in 2023, based on 5-year ACS estimates, HUD reports a median rent of \$1,018 in the Consortium area. More recent data from Zillow's Observed Rent Index shows typical market rents of \$1,288.20 in Champaign County as whole for December of 2024. These numbers speak to the difficulty that low-income households face in finding affordable units in the Consortium area, particularly given rising rents since the COVID-19 pandemic.

While affordable housing resources exist in the consortium in a variety of forms, including affordable unit stock, homeless shelter and services, and other supportive services, most service agencies report program regularly operating at or near program and resource capacity, as described throughout this Market Analysis. This is evidenced by large waitlists for existing services, as well as the frequency of cost burden among households in the consortium, and a comparison of low-income households to data available on units affordable to households in that income range. These facts speak to the need to continue and expand affordable housing opportunities to the extent

resources will allow, including through construction, rehabilitation, and rental assistance to reduce housing costs for low-income households.

MA-10 Housing Market Analysis: Number of Housing Units - 91,410, 91.210(a)&(b)(2)

Introduction

The availability of housing units in the Consortium area varies considerably depending on the specific type of housing and target population. While there are large amounts of both single-family homes and large, student-targeted multifamily developments, data suggests the market is not adequately meeting the affordability the needs of all residents, particularly when it comes to low-income renters.

The primary challenge in the local market is affordability, especially at the lowest income levels (below 30% AMI). Market dynamics, zoning regulations, and limited resources for subsidizing affordability have contributed to a housing market that is often skewed towards higher-income households and students, leaving a gap in the availability and accessibility of good condition, affordable units for lower-income families and individuals.

While a range of resources targeted at the needs of low-income households exist both in the form of affordable unit stock and rental assistance, service providers consulted consistently report that available resources are not meeting the level of need, as shown by high demand and waitlists for virtually all affordable housing services in the consortium.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	35,255	49%
1-unit, attached structure	3,305	5%
2-4 units	4,408	6%
5-19 units	14,780	20%
20 or more units	12,085	17%
Mobile Home, boat, RV, van, etc	2,856	4%
Total	72,689	100%

Table 23 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	143	0%	6,215	19%
1 bedroom	458	1%	7,033	21%

	Owners		Renters	
	Number	%	Number	%
2 bedrooms	4,547	15%	11,843	36%
3 or more bedrooms	26,170	84%	7,821	24%
Total	31,318	100%	32,912	100%

Table 24 – Unit Size by Tenure

Data 2016-2020 ACS

Source:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

According to the 2025 MTW Plan, HACC utilizes approximately 2,258 Housing Choice Vouchers, including 1,064 Project Based Vouchers, throughout Champaign County.

According to the federal, Low-Income Housing Tax Credit (LIHTC) database, 1,319 affordable units have been produced in Champaign County through this program since 1990. 1,208 units are within the 30-year affordability period, and 424 are within the 15 year compliance period. 290 of these units also currently receive Project-Based Vouchers from HACC. HACC reports 593 units in its portfolio have received assistance through LIHTC.

Based on HACC's 2022 Annual Report, 197 tenant based vouchers were special vouchers and 113 were emergency housing vouchers. 394 of HACC's portfolio units are targeted at seniors or persons with disabilities.

[A range of other units and sources of assistance](#) for homeless families and individuals are available through the Continuum of Service Providers to the Homeless. These facilities are described in more detail in Section MA-30.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Of the 1,319 affordable units have been produced in Champaign County through LIHTC (as reported by the federal database), 1,208 units are within the 30-year affordability period, and 424 are within the 15-year compliance period. After the 15-year compliance period, properties do not actively report affordability compliance, so the status of some LIHTC developments more than 15 years old is somewhat uncertain. However, many LIHTC units are also within the Housing Authority portfolio, which plans to keep these units affordable long-term.

Does the availability of housing units meet the needs of the population?

According to CPD Maps data (based on 2016-2020 ACS), there are 64,235 households and 72,705 housing units in the Consortium area. Of occupied housing units, 31,335 are owner-occupied and 32,912 are rental units.

84.3% of owner-occupied housing units are detached, 1-unit structures. 65.7% of renters reside in structures containing 5 or more units. 19.2% of renters reside in 1-unit, detached structures. 9.78% of renters live in 2–4-unit structures.

57.63% unoccupied units are in structures containing 5 or more units, representing 4,876 unoccupied units. The next largest share of unoccupied units is 1-unit, detached structures, representing 2,503 units, or 29.58% of unoccupied units. However, due to the large share of the area’s overall housing stock consisting of single-family, detached structures (48.49% of all units), the 2,503 unoccupied units represent only 7.1% of single-family homes overall, a relatively low vacancy rate compared to other housing types. Units in multifamily buildings with 5+ units, for example, are 18.15% vacant, the highest vacancy rate for any housing type.

While there is some vacancy in all housing types, rates vary among different types of housing. High vacancy rates among larger multifamily developments possibly reflect a combination of dynamics; the University of Illinois has a large, and in recent years, increasing student population. This is also reflected in the large share of single-person households in the Consortium area (38.57%). It is possible developers have overbuilt for this market in anticipation of continued student population growth. However, it is also possible that, as students are a transient population and likely to move frequently, they may produce seasonal vacancy corresponding to academic calendars, which inflates the vacancy rate somewhat. Vacancy rates also vary widely by geographic area—some neighborhoods are more in demand for both renters and homeowners than others, with the high vacancy rates appearing most frequently in areas consisting primarily of multifamily, student-targeted developments. Consultations with service providers report that affordable, good condition, family units (2+ bedrooms) outside of the campus area are more difficult to find.

The data also shows a prevalence of larger multifamily developments (5+ units) and single-family homes, but relatively fewer mid-density (2-4 unit) buildings, sometimes called “missing middle” housing. This is reflective of the Euclidian zoning policy that cities in the Consortium have traditionally adhered to, which generally separates residential uses geographically according to density. This has produced large neighborhood areas allowing exclusively low-density housing, and geographically smaller pockets of multifamily uses, often around the University area, in lower income areas, and near downtown business areas. Because multifamily buildings disproportionately house renters and minority households, geographically separating housing types by density has reinforced patterns of economic and racial segregation in the Consortium area, and also limits viable sites for future affordable housing developments (while some developers, such as local CHDOs, are able to develop a limited number of affordable units at a lower density, LIHTC is typically directed toward larger, multifamily development).

Champaign City Council has adopted a goal in support of incremental development, a policy approach supporting small-scale, gradual changes to size and type of uses allowed in existing neighborhoods. This has been followed by a zoning ordinance revision allowing Accessory Dwelling Units in residential areas. A draft version of Urbana’s Consolidated Plan also includes goals related to incremental development.

Service provider consultations also point to a need for affordable senior housing. Many seniors in the community live off a fixed income, such as monthly social security payments, which is not always sufficient for mortgage, upkeep, and property tax expenses for homeowners, or market rents for renters.

Describe the need for specific types of housing:

High rates of cost burden (see Needs Assessment) in the Consortium Area speak to the need for more affordable units generally. Needs among particular income groups are discussed in more detail in section MA-15.

While high multifamily vacancy rates exist, particularly in areas targeted toward the student market, affordable family units are more difficult to find elsewhere in the market. This speaks to the need to improve affordability in existing rental units, while developing more new affordable units outside of the student rental market.

Within the existing rental market, families and service providers report difficulty finding 2+ bedroom units that are affordable, in good condition, and in a desirable location. The Consortium has not offered rental rehabilitation programs in recent years, but that kind of program could have dual benefits of improving conditions in rental units while requiring a period of affordability following receiving assistance.

The relatively smaller share of mid-density, 2–4-unit structures in the local housing market could be a potential area for growth that would be combatable with incremental development goals and the needs of families in the rental market and would also expand the geographical range of available rental options. A focus on this type of housing would require zoning amendments in some areas, but could also help contribute to neighborhood desegregation, as homeowners and renters disproportionately contain different demographics. Importantly, offering subsidies and incentives for affordability in new developments could help ensure new developments are not targeted solely at the top of the market.

Less traditional housing models, such as single-room occupancy (SRO) units or accessory dwelling units (ADUs), could potentially provide smaller units at lower costs for individuals generally, and may be particularly beneficial options for seniors on fixed incomes, or as a stable housing option for individuals transitioning from homelessness.

The Consortium area currently has few mixed-income developments, a development model that combines units with affordability requirements and market rate units in the same project. This produces “cross-subsidy” within the development, with higher, market rate rents effectively subsidizing lower rents in affordable units. This model can have benefits related to financial sustainability and up-keep of developments, while also contributing to neighborhood diversity. Many municipalities require or incentivize percentages of affordability in new developments through inclusionary housing policies. HOME program contributions would be another, or complementary way, of pursuing affordable units in otherwise market rate developments.

Disparities in homeownership across racial/ethnic groups, often reflecting disparities in income, also speak to the need for affordable homeownership opportunities.

Discussion

A general gap in affordability exists in the Consortium area. While high vacancy rates in multifamily housing should theoretically push down housing prices, vacancies appear to be concentrated in large, multifamily developments, many of which are marketed toward students in campus-adjacent areas. Lack of affordability in the broader housing market, particularly for renters, families, and seniors speaks to the need to improve affordability of existing housing stock, while continuing to develop more new affordable units meeting the needs of different types of households. This will require a multipronged approach, incorporating housing finance resources, consideration of zoning policy updates, expansion of rental assistance programs, and coordination among existing service provider networks.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

The cost of housing within the Consortium is a serious obstacle towards financial stability for low- to moderate-income households. Many households earning below the median family income struggle to find affordable units compatible with their earnings. Data indicates that many of these households are currently housing cost-burdened by their living situation. Especially in light of rapid increases in housing costs since the COVID-19 pandemic, there is continued need for strategies to address housing affordability.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2023	% Change
Median Home Value	145,200	205,100	+41.3%
Median Contract Rent	730	1,018	+39.5%

Table 25 – Cost of Housing

Data Source: 2006-2010 ACS (Base Year) (Champaign County), 2019-2023 ACS (Most Recent Year) (Champaign County)

Rent Paid	Number	%
Less than \$500	4,905	14.9%
\$500-999	20,515	62.3%
\$1,000-1,499	4,933	15.0%
\$1,500-1,999	1,450	4.4%
\$2,000 or more	775	2.4%
Total	32,578	99.0%

Table 26 - Rent Paid

Data 2016-2020 ACS
Source:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,348	No Data
50% HAMFI	12,103	3,207
80% HAMFI	24,895	8,414
100% HAMFI	No Data	11,882
Total	39,346	23,503

Table 27 – Housing Affordability

Data 2016-2020 CHAS
Source:

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	880	885	1,049	1,335	1,397
High HOME Rent	880	885	1,049	1,372	1,397
Low HOME Rent	880	885	1,049	1,372	1,397

Table 28 – Monthly Rent

Data HUD FMR and HOME Rents
Source:

Is there sufficient housing for households at all income levels?

Based on 2016-2020 CHAS and ACS data, there is a shortage of units affordable to households at extremely low (<30%) income levels. For example, the data shows 14,287 households in the Consortium area earning 0-30% AMI, but only 2,348 rental units affordable to households in that income range. Between 30-50% AMI, there are 8,401 households, 12,103 rental units affordable at this price range, and 3,207 owner units. It can be inferred from this data, and the cost burden data included in the Needs Assessment section of this plan, that most households earning below 30% AMI are paying cost-burden level housing expenses in units that would only be affordable at higher income levels. The size of this group may be skewed somewhat by the Consortium area's large student population, for whom income data can be difficult to parse (CHAS data does not disaggregate data by student status). However, cost burden rates among families and elderly

households, show that, even allowing for the possibility that student populations could be skewing income data somewhat, there is a general shortage of affordability at the lowest income levels.

How is affordability of housing likely to change considering changes to home values and/or rents?

Based on data in Table 25, both median rent and home values in Champaign County have increased by approximately 40% between 2010 and 2023 (based on 5-year ACS estimates [ACS Table S2503]). For comparison, median household income Champaign County has risen from \$45,262 to \$63,091 over the same period, an approximately 39.4% increase. Based on Consumer Price Index data, between January 2010 and December 2024, US dollar inflation was approximately 41.6%, showing that Champaign County housing costs have risen over the same period generally in accordance with inflation, but that inflation and housing costs have slightly outpaced growth in household earnings.

However, it is also worth noting that even the most recent ACS data is now over a year old, and rents can change considerably over even a short period. For more current information, supplemental data from Zillow was examined ([Zillow Observed Rent Index](#), see below), which shows December 2024 typical observed market rate rents of \$1,378.79 and \$1,267.34 in Champaign and Urbana, respectively. Since the start of the COVID-19 pandemic in March 2020 and until December 2024, based on Zillow Observed Market Rent data, there has been 35.17% increase in Champaign rents and 33.95% increase in Urbana rents in just under four years, a faster rate of increase than the pre-pandemic period (see Table 25 showing a 39% rent increase over *13 years* from 2010 to 2023). In terms of income, to afford the December 2024 observed market rent in Urbana without cost burden, a household would need an annual income of at least \$50,693, or an hourly wage of \$24.37 for one person working 40 hours a week. A one-person household earning \$50,693 would be in the 60-80% AMI range based on 2024 HUD guidance; a four-person household with the same income would be just under the 50% AMI threshold.

City	03/31/2020 Zillow Observed Rent Index	12/31/2024 Zillow Observed Rent Index	Percent Change
Champaign	\$1,020.06	\$1,378.79	35.17%
Urbana	\$946.09	\$1,267.34	33.95%

Supplementing ACS data with more up-to-date Zillow data, we see a more rapid increase in housing costs in recent years. While in the pre-pandemic period, income, housing costs, and inflation were increasing at similar rates, the more rapid increase of housing costs since the pandemic likely means that housing costs are now outpacing increases in household income.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

For 2023, based on 5-year ACS estimates, HUD reports a median rent of \$1,018 in the Consortium area. More recent data from Zillow's Observed Rent Index shows typical market rents of \$1,288.20 in Champaign County as whole for December of 2024. HUD's most recent 2024 guidance outlines the following Fair Market Rents shown in Table 28.

As discussed previously, rents have increased more rapidly in the years following the COVID-19 pandemic than in years preceding the pandemic. While the most recently available ACS rent data is approximately consistent with HUD FMR levels, data from more real time sources such as Zillow show that typically observed rents in the area market are now well above FMR.

Increases in typical rents above Fair Market Rate demonstrate the need for supports such as rental assistance, as well as creation of new affordable units.

Discussion

Rising housing costs, accelerated further by the COVID-19 pandemic, have exacerbated the struggle of low-to-moderate households to secure affordable housing. The data shows a particular shortage of units available to extremely low-income households, highlighting the need for targeted interventions to address this gap.

Considering these findings, strategies to produce and preserve affordable housing should be prioritized. This includes expanding rental assistance programs and developing new affordable housing units. Additionally, continuous monitoring of housing market trends will be crucial in mitigating the impact of rising housing costs on vulnerable populations.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

Assessing the current physical condition of the Consortium's housing stock helps guide future rehabilitation, demolition, and new construction projects to give residents safe, secure housing options. Although a majority of both renter-occupied and owner-occupied housing units were built prior to 1979, most residential units with more than one housing problem are renter-occupied units.

Consequently, there is a need amongst property owners for greater attention to substandard conditions to maintain property values and to ensure safe residential environments for tenants.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Substandard conditions are based on the following housing problems: units lacking full plumbing facilities, units without full kitchen facilities, overcrowded facilities (more than one person per room, not including bathrooms, porches, foyers, halls, or half- rooms), and units that present a significant cost burden (more than 30% of household income.)

Substandard conditions that are suitable for rehabilitation are those properties that can be compliant to code standards with a \$25,000 investment. Homes with repair costs over \$25,000 generally do not qualify for assistance. When properties in need of repair or rehabilitation go unaddressed in a timely manner, the dwelling will likely continue to deteriorate, which can lead to more expensive repairs, and even blighted conditions.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,612	15%	14,971	45%
With two selected Conditions	144	0%	1,185	4%
With three selected Conditions	0	0%	25	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	26,560	85%	16,737	51%
Total	31,316	100%	32,918	100%

Table 29 - Condition of Units

Data 2016-2020 ACS

Source:

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	6,271	20%	8,794	27%
1980-1999	7,286	23%	9,152	28%
1950-1979	12,017	38%	11,027	34%
Before 1950	5,732	18%	3,931	12%
Total	31,306	99%	32,904	101%

Table 30 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	17,749	57%	14,958	45%
Housing Units built before 1980 with children present	3,469	11%	2,103	6%

Table 31 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	N/A	N/A	8,461
Abandoned Vacant Units	N/A	N/A	N/A
REO Properties	N/A	N/A	N/A
Abandoned REO Properties	N/A	N/A	N/A

Table 32 - Vacant Units

Data Source: CPD Maps (2016-2020) provides total unoccupied units, but a detailed breakdown of vacancy is not possible with the available data.

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

About 15 percent of owner-occupied units have at least one of the four housing problems, compared to 45 percent of renter occupied units. The City of Urbana has made efforts to mitigate the situation of substandard living conditions in rental housing units. The City of Urbana introduced a program in 2010 enabling the foreclosure of properties with liens (due to the presence of housing problems), and a rental registration ordinance in 2006, both in part to respond to the growing number of substandard conditions found amongst rental units. Both Champaign and Urbana use CPD funds to address property conditions for low-to-moderate income households through home rehabilitation programs.

Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families that contain lead-based paint hazards. 91.205(e), 91.405

The risk from lead-based paint exists only for housing units built before 1980. Based on 2016-2020 CHAS and ACS data for the consortium area, 56.6% of occupied housing units were built before 1980, consisting of 17,749 owner-occupied units 14,958 rental units. Older units are often more likely to be occupied by low- or moderate-income households, who are in turn more likely to be exposed to lead based paint hazards. It is estimated that 11% of owner-occupied units and 6% of rental units built before 1980 have children present. Consortium staff observe lead safety protocols in all rehabilitation projects.

Discussion

The number of substandard housing units reported in the Consortium is significantly higher for rental units than owner-occupied units. The cities within the Consortium have had success through enforcement of rental inspection/regulation programs, but continuation and expansion of rehabilitation resources is also necessary to ensure high quality housing.

MA-25 Public and Assisted Housing - 91.410, 91.210(b)

Introduction

The Housing Authority of Champaign County (HACC) provides housing options for low- to moderate-income households in the Consortium through various programs. HACC is one of 39 Moving to Work (MTW) housing authorities in the country. HACC's MTW program requires that able bodied adults between 18 and 54 be working, seeking work, or participating in job training, educational programs, or programs that assist in obtaining employment towards the goal of what HACC defines as economic self-sufficiency. The Consortium's Public and Assisted Housing Inventory consists primarily of HACC's 2,258 MTW Housing Choice Vouchers, including both tenant-based and project-based vouchers, the latter of which are attached to specific units participating in the program. HACC also owns, develops, and manages a portfolio of affordable housing.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	12	451	2,258	1,064	1,164	0	0	0
# of accessible units									
*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 33 – Total Number of Units by Program Type

Data PIC (PIH Information Center); HACC 2025 MTW Report
Source:

Describe the supply of public housing developments:

In addition to tenant-based vouchers and rental assistance offered by HACC and other service providers, HACC also subsidizes 1,064 units with project-based vouchers, according to the 2025 MTW Report. Low-Income Housing Tax Credit (LIHTC) is another important source of affordable housing finance in Champaign County and has produced 1,319 affordable units since 1990 (594 of these units are within HACC's portfolio). HACC's portfolio includes specialized units for seniors and persons with disabilities.

Other specialized housing assistance is provided through the Continuum of Care and is described elsewhere in this plan (see NA-40 and MA-30).

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

As a MTW agency, HACC converted its traditional public housing units through the Rental Assistance Demonstration Program (RAD) to project-based vouchers in 2018. HACC's 2025 MTW Plan anticipates administering 1,064 project-based vouchers in 2025.

HACC continues to develop, manage, own, and partner with other developers throughout the Consortium area in the provision of affordable housing. Depending on the project, HACC may serve as the lead developer on a project or commit project-based vouchers to a project being lead by another developer.

HACC utilizes the Federal Housing Quality Standards (HQS) for the Housing Choice Voucher Program and conducts biennial inspections; initial move in inspections; and complaint inspections. HACC also contracts with a third-party inspection firm to conduct all inspections of any units owned directly or indirectly by HACC or an affiliate.

Available inspection data for Champaign County affordable housing developments is reported below (see "Public Housing Condition" table). Data is sourced from HUD's Real Estate Assessment Center Database's 2021 report—the most recent year available. Reported averages are calculated from between one and three inspection scores for each property, depending on the number of inspections for which data was available.

Public Housing Condition

Public Housing Development	Average Inspection Score
C-U INDEPENDENCE APTS.	78.33
CENTER APARTMENTS	80.00
COUNTRYBROOK APARTMENTS	77.67
EDGE OF MALL APTS.	89.33
FLORIDA HOUSE	93.00
PRAIRIE HOMES	77.50
ROUND BARN MANOR	95.00
ASPEN COURTS/AKA/SCOTTSWOOD MANOR	55.33
SUNNYCREST MANOR	92.67
Village Apartments	75.33
PRAIRIE GREEN APARTMENTS I	89.67
PRAIRIE GREEN APARTMENTS III	92.00
PRAIRIE GREEN II	80.00
PROVIDENCE AT SYCAMORE HILLS AND THORNBERRY	76.50
CARISBROOKE APTS. PHASE I	75.67
AMBER POINTE APARTMENTS	88.50
PARKVIEW APARTMENTS	91.00
NANTUCKET COVE APARTMENTS	57.00
TOWN CENTER APARTMENTS	69.00

Table 34 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

As of the 2025 MTW Plan, HACC was undertaking major renovations at Steer Place, a 108-unit senior housing development converted from traditional public housing to PBV under rad, and Homestead, a recently acquired property planned for us as a 25-unit emergency shelter. Financing for these projects has come primarily through the Low-Income Housing Tax Credit; Steer Place's renovation also received assistance through ARPA.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

In addition to being the largest provider of rental assistance vouchers and affordable housing units in Champaign County, HACC offers a number of wraparound services to its clients through the MTW program, including youth programming, education assistance, a homeownership program, a small business opportunity program, and workforce development services.

Discussion:

The MTW program has allowed HACC to serve as flexible, multi-faceted actor in the provision of affordable housing and wraparound services in the Consortium area. While HACC represents the

single-largest provider and rental assistance vouchers and affordable units in the Consortium area, large waitlists for its programs speak to need for continued expansion of services, resources, and partnerships. The Consortium will continue to partner with HACC in working to meet local affordable housing needs.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

The January 2024 Point in Time count identified 279 individuals across 199 households experiencing homelessness. 42 individuals were experiencing unsheltered homelessness. The range of services outlined in this section are targeted towards the different needs of individuals and families experiencing homelessness within Champaign County. Services range from case management to direct support and are provided by a range of public and non-profit organizations. Collaboration between organizations is key to providing residents experiencing homelessness efficient, affordable, and comprehensive services to ensure physical health, as well as financial and personal security.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	35	8	58	55	0
Households with Only Adults	78	41	41	70	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	5	46	0
Unaccompanied Youth	6	0	6	0	0

Table 35 - Facilities Targeted to Homeless Persons

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Champaign County has seen an increased need for homeless services in recent years, as evidenced by recent increases in the homeless population, as determined by the annual point-in-time count (see Section NA-40). The Champaign County Continuum of Service Providers to the Homeless (CSPH) meets monthly, bringing together service providers in a cross-sector effort to deliver continued collaboration in the provision of services to those experiencing homelessness, and includes multiple working groups focused on specific needs. Within the Consortium, agencies provide emergency shelter, transitional housing, counseling, food, healthcare, mental health and drug treatment, financial assistance, and more to those at risk of homeless or currently experiencing homelessness. This collaborative approach is essential to providing safe, decent, and healthy living conditions for the most vulnerable populations.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The Champaign County Regional Planning Commission operates Coordinated Intake for the CSPH, and, as of the publication of this Plan, in Coordination with United Way of Champaign County, maintains [an interactive visual graphic](#) of existing shelter services throughout the continuum. Based on the Fall 2024 Continuum of Care inventory data, there are currently 144 permanent supportive housing beds, 16 rapid rehousing beds, 96 transitional housing beds, and 162 emergency beds or vouchers. Specific service providers are described below:

- *Champaign County Regional Planning Commission: Centralized Intake staff conduct assessments to connect individuals to services and support. The Rapid Re-Housing Program provides case management and/or financial assistance to house homeless families. Also offers rental assistance, permanent supportive housing vouchers, and an emergency family shelter.*
- *City of Champaign Township: Operates Strides, a low-barrier emergency shelter. General Assistance provides benefits to low-income Champaign residents who do not qualify for either TANF or SSI.*
- *Courage Connection: Emergency shelter and rental assistance for individuals and children fleeing domestic violence.*
- *Crisis Nursery: Emergency-based childcare facility open 24-hours a day, 365 days a year that serves children from birth to age six, including for families experiencing homelessness.*
- *C-U At Home: Mid-barrier shelters; offers facilities for women and men.*
- *Cunningham Children's Home: Emergency and transitional housing for Champaign County Youth.*
- *Cunningham Township: General Assistance provides benefits to low-income Urbana residents who do not qualify for either TANF or SSI. Also operates rapid rehousing, rental assistance, emergency shelter, and case management services.*
- *Daily Bread Soup Kitchen: Provides hot meals at no cost seven days a week.*
- *First Followers: **First Steps** is a transitional house for community members returning home from prison. During drop-in hours at the daytime center, individuals receive assistance connecting to resources.*
- *Greater Community AIDS Project of East Central IL: Transitional housing, case management, and emergency assistance for individuals living with HIV who are also experiencing homelessness.*
- *Habitat for Humanity: Develops housing for low-income families and provides housing counseling services.*
- *The Housing Authority of Champaign County: Provides Housing Choice Vouchers, affordable housing, and operates a permanent-supportive housing program.*
- *New American Welcome Center: Provides rental assistance to immigrant households who are not eligible for or encounter significant barriers accessing other rental assistance. Also provides language access and information services.*
- *PACE: Provides supportive services to persons with disabilities.*
- *RACES: Offers services to victims/survivors of sexual assault, abuse, and harassment and their non-offending significant others.*
- *Rosecrance: Offers comprehensive, individualized treatment for substance use and mental health disorders through residential and outpatient programs.*
- *Salvation Army: Rapid rehousing and transitional housing services for veterans. Also offers a transitional housing program for homeless individuals who are employed.*
- *The Pavilion: Provides treatment in the areas of psychiatric health and addiction **treatment**.*
- *Women in Need of Recovery: The Re-Entry Program provides housing for homeless women that are successfully completing substance abuse treatment and/or being released from prison*

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

There are many special needs facilities and services provided within the Consortium through the non-profit and public sectors. Special needs groups include the elderly, individuals with HIV, persons with mental or other physical health issues, individuals recovering from drug/alcohol addictions, among others. Services from the public sector include those offered by Champaign County Regional Planning Commission, the state (particularly the Illinois Department of Veteran Affairs), the Housing Authority of Champaign County, and the Cities of Urbana and Champaign. Private services include those provided by various faith-based groups, the Salvation Army, Rosecrance, The Pavilion, and Habitat for Humanity, among others. Many agencies providing special needs services receive funding through the Champaign County Mental Health and Developmental Disabilities Board, which is founded through a local tax levy.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

According to ACS data, 10.7% of Champaign County residents have a disability, with 17.3% of individuals ages 65-74 and 39.1% of individuals 75 and over having a disability. Approximately 13.4% of Champaign County's population is age 65 or older. Because elderly populations and individuals with disabilities often have reduced incomes, there is a need for housing that is affordable, accessible, and adaptable housing throughout the consortium. While the Housing Authority of Champaign County currently has affordable senior units within its portfolio, service providers report that affordable units for senior households on fixed incomes remains an ongoing need. Champaign County Regional Planning Commission provides case management for both senior services and developmental disabilities, and coordinates with other service providers throughout the county to address client needs.

According to the Illinois Department of Public Health, the HIV incidence rate in Champaign County was 8.2 per 100,000 people from 2016-2023. Through 2016-2023, the AIDS incidence rate was 3.13 per 100,000 people. According to Illinois Department of Public Health surveillance information, there were 255 individuals living with HIV and 207 individuals living with AIDS in Champaign County as of January 31, 2023. The Greater Community AIDS Project provides housing, case management, and emergency assistance for individuals living with HIV.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Champaign County Mental Health and Development Disabilities Board is funded through a county tax levy and distributes approximately \$6 million annually to organizations providing services to individuals with mental health needs or developmental disabilities. Awarded organizations in FY2024 included services areas such as housing, healthcare, employment support, and case management. A full list of supported programs is available on the CCMHB/DDB website at: <https://www.ccmhddbrds.org/>

Many local organizations providing mental health services, such as Rosecrance, OSF, and the Pavilion, participate in the Continuum of Service Providers to the homeless to address client housing needs. Individuals receiving services through the Continuum of Care participate in a Coordinated Entry process and are matched with service providers based on individual needs.

Urbana's PACE and the Center for Independent Living, provides housing assistance, employment training, and life skill development to the disabled, particularly to the deaf and handicapped.

Hope Village, a planned 30-unit tiny home development providing housing and on-site supportive services to chronically home individuals, is currently under development, and is being developed in partnership between UIUC, Carle Health, and Champaign County Health Consumers.

The Department of Veteran Affairs also provides grants for veterans to obtain supportive housing, particularly those with physical and mental health needs.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Tenant-based rental assistance (TBRA) vouchers will provide more individuals with stable, affordable housing to meet their specific needs. Sub-grantees who administer TBRA and are able to provide additional wrap-around services to clients.

The City of Urbana will continue to provide its access grant program and emergency repair grant to help income-qualified households modify their homes to improve housing quality and accessibility. The program is available to homeowners and renters. Champaign also uses CDBG funds for low-income homeowner rehabilitation programs.

The Consortium will continue to invest in public infrastructure and facilities with CDBG funds to address accessibility and supportive service needs in target areas.

Considerable local resources exist for addressing housing and supportive service needs of individuals with special needs through funding sources other than HUD CPD programs.

The City of Urbana supports local social service agencies through its Community Services Grant. Previously operated as the Youth Services Grant, the next year's funding cycle is expanded to programming for low-income residents generally (no longer limited to youth). Past funding for has included state funds and CDBG, but next year's grant cycle will consist entirely of general funds. Eligible service areas include education, employment/job training, family support/special needs, food security, healthcare, housing/homelessness prevention, immigration services, senior services, violence prevention, and youth services.

As previously mentioned, approximately \$6 million annually are collected through a tax levy and distributed to Champaign County organizations providing mental health and developmental disability services through the Champaign County Mental Health and Developmental Disabilities Board.

The Low-Income Home Energy Assistance Program (LIHEAP) is a federal- and state-funded utility assistance program in Champaign County. LIHEAP helps low-income families pay their energy costs and helps to educate them to conserve energy, lower their costs, and work toward financial self-sufficiency. Champaign County Regional Planning's Weatherization Program provides safe energy-efficient homes to low-income residents.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs

identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See previous response.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The primary barrier to affordable housing in the consortium-wide area is the rising cost of housing relative to income. As housing costs continue to rise, more residents must rely on services such as rental assistance programs in order to maintain stable housing. This strains local resource, which are already insufficient to meet the needs in the community. For example, the Champaign County Rental Assistance program, which is jointly operated by the Champaign County Regional Planning Commission, Cunningham Township Supervisor's Office, and City of Champaign Township, runs out of funding every year, leaving many residents with limited options for assistance.

Another barrier to affordable housing is the general lack of new housing construction in the Champaign-Urbana area. The limitations in available housing stock have exacerbated housing costs at every level of affordability. The Consortium's affordable housing production goals will hopefully have a positive impact over the next five years.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

Core employment anchors in the Consortium area include educational institutions such as the University of Illinois at Urbana Champaign, Parkland College, and local school districts, as well as major hospitals such as Carle, OSF, and Christie Clinic. Strong educational institutions produce a skilled, educated labor force, and the large student population supports a robust service economy. Large employers in manufacturing include Kraft-Heinz, Plastipak, and Flex-N-Gate. In addition to these anchor employers, a number of workforce development initiatives exist locally aimed at improving workforce skillsets and job quality throughout the consortium area.

Economic Development Market Analysis

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	32	6	0	0	0
Arts, Entertainment, Accommodations	1,616	1,801	16	11	-6
Construction	325	530	3	3	0
Education and Health Care Services	2,036	8,944	21	53	33
Finance, Insurance, and Real Estate	594	408	6	2	-4
Information	226	57	2	0	-2
Manufacturing	818	1,216	8	7	-1
Other Services	356	475	4	3	-1
Professional, Scientific, Management Services	712	586	7	4	-4
Public Administration	0	0	0	0	0
Retail Trade	1,460	1,076	15	6	-8
Transportation and Warehousing	450	533	5	3	-1
Wholesale Trade	397	304	4	2	-2
Total	9,022	15,936	--	--	--

Table 36 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	104,531
Civilian Employed Population 16 years and over	99,828
Unemployment Rate	4.5%
Unemployment Rate for Ages 16-24	N/A
Unemployment Rate for Ages 25-65	3.1%

Table 37 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	7,395
Farming, fisheries and forestry occupations	625
Service	2,270
Sales and office	3,135
Construction, extraction, maintenance and repair	350
Production, transportation and material moving	555

Table 38 – Occupations by Sector

Data Source: 2019-2023 ACS (ACS Tables DP03 and S2301. Champaign County data; Consortium level not available.)

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	17,337	92%
30-59 Minutes	969	5%
60 or More Minutes	555	3%
Total	18,861	100%

Table 39 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	410	15	310
High school graduate (includes equivalency)	1,585	180	575
Some college or associate's degree	2,395	175	835
Bachelor's degree or higher	8,670	180	1,475

Table 40 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade		2,101			
9th to 12th grade, no diploma	1596	3,760			
High school graduate, GED, or alternative	8783	26,928	23,020	37,802	26,741
Some college, no degree	27426	21,276			
Associate's degree		10,346			
Bachelor's degree	8040	25,336	11,743	18,199	11,446
Graduate or professional degree		30,776			

Table 41 - Educational Attainment by Age

Data Source: 2019-2023 ACS (ACS Table S1501. Champaign County; Consortium level data not available.)

Notes: For 18-24 yrs, 1,596 "less than high school graduate" total per ACS data is reported under "9th to 12th grade, no diploma" row. 18-24 yrs bachelor's degree row is "bachelor's degree or higher" per ACS source.

For age groups 35+, "high school graduate or higher" per ACS source is reported under "High school graduate, GED, or alternative" row. "Bachelor's degree or higher" is reported under "bachelor's degree" row.

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	31,730
High school graduate (includes equivalency)	37,943
Some college or associate's degree	42,893
Bachelor's degree	58,406
Graduate or professional degree	67,967

Table 42 – Median Earnings in the Past 12 Months

Data 2019-2023 ACS (Champaign County) 2016-2020 ACS

Source:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest occupation sector in the Consortium area is Education and Health Care Services, representing 8,944 jobs. This is reflective of major regional employers such as the University of Illinois at Urbana-Champaign, Parkland College, local school districts, Carle Hospital, and OSF Hospital. The second largest business sector by number of jobs is Arts, Entertainment, and Accommodations, representing 1,801 jobs. This reflects the region's many restaurants, hotels, and other services, many of which cater to accommodating the large student population and visitors. Large employers in manufacturing include Kraft-Heinz, Plastipak, and Flex-N-Gate. Per ACS data, manufacturing represents 1,216 jobs in the Consortium area.

Describe the workforce and infrastructure needs of the business community:

The workforce of the Consortium is multifaceted and consists of large segments who work in the education and medical sector, as well as a service economy. Continued growth, particularly among the student population, also serves as a boon to the local development/construction industry.

Workforce development priorities in the coming years include youth programs to transition into careers, serving adults with job training and supportive services, and continuing to integrate local employers into workforce development programs with training and support resources.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The increasing student population of UIUC continues to serve as a catalyst for new construction in the Consortium area. This development provides business opportunities for local contractors, and employment opportunities for residents willing to learn and take on these trades. Additionally, promoting diversity in workforce development and supporting historically underrepresented groups will create more equitable career opportunities. Urbana has made zoning changes to its campus

adjacent CMU (campus mixed-use) zoning district to streamline development processes in this segment of the market.

In the City of Urbana, the Urbana Enterprise Zone provides financial incentives including property tax abatements and sales tax exemptions to eligible residential, commercial, and industrial construction within the Zone.

One potential area for workforce development growth in connection with housing needs is development capacity. As zoning laws change to become more permissive of non-traditional housing types like tiny homes, ADUs, and missing middle housing, it can be difficult to find developers who are familiar with and able to build these housing types. Training opportunities, education, and preapproved plans could be ways to facilitate the creation of newer and more affordable models for housing.

There is also a shortage of local developers familiar with development and operation of affordable or mixed income housing. CHDOs in recent years have generally worked on smaller-scale, single-family developments, and generally only have the capacity to take on projects of this scale. Other than the Housing Authority, developers of larger scale affordable housing projects with the capacity to handle complicated tax credit processes tend to be non-local. While market rate development capacity exists locally, as demonstrated by large student housing developments in the last decade, market rate and affordable housing development are often done in isolation. Education, outreach, and incentive programs could improve local capacity and willingness to develop affordable housing. Similarly, there is not currently a housing-focused Community Development Finance Institution (CDFI) in the Consortium Area, which could be an opportunity to provide crucial financing support for housing or other economic development activities.

One continued area for growth is in equitable food access throughout the consortium geography, some parts of which currently qualify as food deserts. The Consortium will continue to partner with local stakeholders, including businesses, entrepreneurs, finance resources, residents, and non-profits to improve food access in existing food deserts.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Recent workforce development initiatives sponsored by the East Central Illinois Workforce Board aim to match training and education to job opportunities. These include:

Apprenticeship expansion through CCRPC and Parkland College, working directly with local employers to develop work-based learning models.

CCRPC's talent development specialist works to engage employers to facilitate incumbent worker training and on-the-job training. This initiative has supported apprenticeships in ag tech and telecommunications, training programs in healthcare and manufacturing, and works to coordinate transitions when local companies announced layoffs.

CCRPC also develops youth programs that are aligned with regional leading industries, integrating career pathways, and improving relationships with employers to offer beneficial work experiences to participants.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Workforce Development Division of the CCRPC provides the local workforce with training, career development, and job search assistance. There are five county offices where individuals seeking employment and training services can get job search assistance and learn about community resources.

Core programs include a public assistance pro-gram for low-income, skill-deficient, or unemployed workers, which is directly administered by CCRPC.

Parkland College and Urbana Adult Education Center offer course portfolios including health care, business administration, TDL, computer foundations, and industrial welding.

Illinois Department of Employment Security (IDES) assists those who have become unemployed with access to employment services. IDES also works with employers to help them recruit from the unemployed talent pool. IDES administers special programs for re-entry, veterans, and other worker categories, and tax credits for employers, overlapping with many target populations for affordable housing services.

The Housing Authority of Champaign County also operates a workforce development program for young adults called YouthBuild. This is an alternative education program to provide at-risk youth ages 16 to 24 with job training and educational opportunities. Youth in the program learn construction skills while constructing or rehabilitating affordable housing for low-income or homeless families in their own community, which provides an example of a direct connection between workforce development and affordable housing goals. HACC also provides workforce development, small business, and education assistance programs for adult participants of its Moving-to-Work program.

First Followers is a local re-entry organization that provides housing and workforce development services to individuals impacted by the criminal justice system.

The Illinois Department of Human Services—Division of Rehabilitation Services provides Title IV services in the state. Title IV is vocational services for people who are disabled.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

This jurisdiction does not participate in a Comprehensive Economic Development Strategy (CEDS).

Discussion

Champaign County is a highly educated community with many jobs in the management, business, education, and health sectors to match. These industries also support service, retail, and construction sectors, which provide employment opportunities for residents without four-year degrees. This segment of the labor force should have access to continued workforce development initiatives that will improve skillsets, career opportunities, and job quality. Also, to encourage small business success, particularly to address gaps in the existing market, such as food access, ongoing support through grants, counseling, and incentives is needed.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

A “concentration” is defined a Census Tract with a 10 percent higher rate of the existence of housing problems than the rate at which race, and ethnic households exist in Champaign County as a whole.

CPD Maps Data shows the highest concentration of cost burden in the area of Champaign-Urbana surrounding the University of Illinois. These results are likely skewed by the lower direct incomes of students, but does not likely reflect the area of greatest need, because many students receive support through means other than direct income

Elsewhere in the Consortium area, concentrations of cost burden appear on the north side of the Champaign Urbana area. This corresponds with census tracts with the highest concentration of low-to-moderate income households, which form the basis for Urbana’s Community Development Target Areas. These areas also frequently have higher concentrations of minority households, which corresponds to data in the Needs Assessment on disproportionate need. Census tracts 53, 54, 55, 56, 57 in Urbana* and 2, 7, and 9.01 in Champaign show concentrations of low-to-moderate income households.

*Specifically in block groups 53.00.1, 53.00.2, 53.00.3, 54.01.1, 54.01.3, 55.00.1, 55.00.3, 55.00.4, 56.01.3, 56.01.1, 57.01.1, 57.01.2.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

A “concentration” is defined a Census Tract with a 10 percent rate of minority households than the rate at which race, and ethnic households exist in Champaign County as a whole. Census tracts 53,

54, 55, 56, 57 in Urbana and 2, 7, and 9.01 in Champaign show particular concentrations of low-to-moderate income households. West and north areas of Champaign have higher concentrations of Black or African American households, as do north and southeast areas of Urbana, which overlap with areas with high concentrations of low-income households. Concentrations of Hispanic households appear in northeast areas of Urbana and Northwest and Northeast areas of Champaign, as well as unincorporated parts of Champaign County to the north and west of the CU metro area.

According to ACS data, concentrations of low-income households also appear in many of the block groups surrounding the university area, but because much of the property in these areas is owned by the University, and because student income data is often skewed and not necessarily reflective of economic need, these are not considered target areas.

What are the characteristics of the market in these areas/neighborhoods?

Most concentrations of low-income households and minority populations occur on the north side of the Champaign Urbana metro area, north of University Avenue. This is reflective of living patterns that were established in the mid-20th century, when, due to an influx of Black households to the area during the Great Migration, and discrimination within the local housing market, predominantly Black communities were established to the north of what was at the time city limits.

These areas now consist of a mix of rental and owner-occupied units. It includes lower density neighborhoods consisting primarily of single-family homes, such as Urbana's Dr. Ellis subdivision and Carver Park, located on the border of Champaign and Urbana, two of the area's first single-family subdivisions serving primarily Black households. As these homes were originally built in the 1950s—60s, many properties now have repair, and upkeep needs and have often been served through home rehabilitation programs.

Larger multifamily housing in these areas includes a range of housing types, including several of the region's affordable housing developments, such as Oakwood Trace, Bristol Place, Parker Glen, and Crystal View Townhomes. While most student housing in the Consortium area is south of University Avenue, closer to UIUC campus, some student-oriented developments have been built north of University Avenue in more recent decades. In the 1990s, Urbana zoning regulations directed large student housing to North Lincoln Avenue, near the I-74 interchange. As Champaign has encouraged development closer to campus since then, these older and more peripheral Urbana units have served as a more affordable option for students compared to newer, luxury developments, and increasingly, lower-income households in general. In more recent years in Urbana, a few major student developments (Gather, The Retreat, Latitude) have occurred along University Avenue. As new luxury student developments occur closer to historically low-to-moderate income communities, a concern is that housing costs will rise across the board in these areas.

Another Urbana target area is the neighborhood to the west of South Philo Road, particularly several older rental developments, where substandard conditions are common.

Are there any community assets in these areas/neighborhoods?

All these Census Tracts with high concentrations of low-to-moderate income households have access to neighborhood schools, faith-based institutions, and parks within them, or within close proximity. Several neighborhoods in these areas have active neighborhood associations. While North Champaign has close access to many retail options along North Prospect and Neil Street, North Lincoln (Census Tract 53) currently lacks convenient access to a grocery store and qualifies as a food desert. Tract 53 does contain major employers Carle and OSF hospitals. North Cunningham (Tract 54) in Urbana includes several restaurants and retail, including Mexican and African grocery stores. Northwest Champaign contains Parkland College, which provides adult education and workforce development programs.

Are there other strategic opportunities in any of these areas?

One major area for improvement in these areas is in connectivity and multimodal infrastructure; northern areas of the CU area contain interstate exits for I-57 and I-74, and have historically focused on auto-oriented development. While proximity to the interstate has attracted businesses in some areas, particularly North Prospect in Champaign, auto-oriented development has made alternative transportation difficult and often unsafe. The Consortium continues to invest in improved and more accessible infrastructure in these areas. Specific improvements have included addition of Bike Lanes along Bradley Avenue, an east-west arterial in north Champaign-Urbana, as well as sidewalk, curb, and lighting improvements in target neighborhoods. In the North Lincoln area, City economic development personnel continue to work with investors and neighborhood voices to address food access needs.

The Philo Road Business District in Southeast Urbana has sometimes struggled to maintain business; once a major retail destination, it has struggled in the decades following the construction of Marketplace Mall in Champaign in the 1970s. However, the construction of a Meijer supermarket provided a significant new service to the area.

In terms of housing needs, these areas would continue to benefit from home rehabilitation programs, as much of the housing stock is older; this could include expansion of rehab programs to include rental units, particularly for older rental stock in target areas. Continued investment in acquisition or development of new affordable units is also vital, particularly as the University population grows, and development has occurred closer to target areas and may influence prices upward.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Access to reliable broadband internet is essential for economic growth, education, and community engagement. Data indicates that a substantial portion of low-income households lack adequate broadband access, often relying on mobile data or subpar connections that do not support multiple users or heavy data use. Neighborhoods with higher concentrations of low-income residents frequently have limited infrastructure investment, resulting in slow internet speeds and unreliable service. This digital divide not only hinders educational outcomes for students but also restricts job opportunities and access to telehealth services, increasing socio-economic disparities.

Investing in broadband wiring and connections ensures that all residents, especially those in economically disadvantaged areas, can fully participate in today's increasingly digital world. Improved broadband infrastructure will ultimately foster greater community engagement and economic resilience.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Currently, the broadband market in Champaign County is characterized by having moderate competition throughout the landscape, with an average of four or fewer Internet Service Providers, depending on the technology method (FCC 2021). This level of competition can lead to higher prices, poorer service quality, and less incentive for providers to invest in infrastructure improvements. For low- and moderate-income households, the consequences of limited competition can be particularly severe, as these families are often more price-sensitive and may have fewer options when choosing an internet service provider.

Increasing competition in the broadband market is crucial for fostering an equitable digital landscape. By encouraging new entrants into the market, Champaign County can ensure that all residents, particularly those in low-income neighborhoods, have access to affordable, reliable, and high-speed internet services. This shift not only benefits individual households but also strengthens the community by promoting economic development and improving the quality of life for all residents.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Champaign County experiences severe weather events in all four seasons. Climate change is associated with more intense natural hazards, such as extreme heat and drought, flashier rainstorms with frequent flooding, frequent and stronger tornadoes, and snow and sleet events occurring earlier and later than normal.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The 2020 Champaign County Multi-Jurisdictional Natural Hazard Mitigation Plan identified severe storms, severe winter storms, tornadoes, extreme heat, drought, and earthquakes as potential hazards. HAZUS software was used to assess the vulnerability of hazard mitigation planning areas. Overall, severe storms, which include tornados, damaging lightning, and hail, were identified to have a 100 percent probability of occurring annually.

Ensuring adequate resources are available to all, particularly to vulnerable populations, during natural hazards is crucial. Earthquakes, wind, rain, snow and ice storms can cause flooding, property damage, and power outages and pose threats to health and safety. Low- and moderate-income households, who may not have as many resources to repair their homes or property after a destructive storm, are particularly at risk. They may be more likely to need to walk, bicycle or use mass transit to work and school or for errands, making them more vulnerable to transportation-related issues caused by extreme weather. Extreme heat and drought can also negatively affect people's health and well-being. Low- and moderate-income households may be less likely to have air-conditioned housing or access to adequate water during an extreme heat event. Therefore, ensuring equitable distribution of resources is essential to reducing negative impacts.

The Consortium members work closely with the Illinois Emergency Management Association for continued training and risk identification. Periodic meetings with Consortium members help identify risks and resolutions.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan identifies the priority needs of the City of Urbana and Urbana HOME Consortium and describes the strategies that will be undertaken to meet these needs over the five-year Consolidated Plan period. The Strategic Plan consists of the following sections:

Geographic Priorities: This section explains how funding will be allocated geographically and contains descriptions of the local target areas. Place-based prioritization recognizes that a neighborhood's economic and social needs are interconnected and focuses on the neighborhood as a whole. This approach requires a comprehensive strategy with coordinated action between the city and other stakeholders and resources.

Priority Needs: Priority needs are the needs that will be addressed by the goals outlined in the Strategic Plan. This section describes the rationale for establishing the allocation priorities. The rationale is based on the findings in the Needs Assessment and Market Analysis.

Influence of Market Conditions: This section describes how the characteristics of the housing market have influenced the City of Urbana and Urbana HOME Consortium's decisions to use funds for rental assistance, production of new units, rehabilitation of old units, and the acquisition of existing units.

Anticipated Resources: This section includes the estimated resources that will be available to address the priority needs identified in the Plan. The level of resources available will play a key role in determining strategies and goals. This section considers all resources within the city's control that can be reasonably expected to be available, including federal, state, and local resources.

Institutional Delivery Structure: In this section, staff have provided a concise summary of the organizations that will carry out the identified objectives. This is not an exhaustive list of every potential subrecipient and partner. Rather, it is a description of the framework of organizations that will help carry out the plan.

Goals: The Goals section of the Plan contains summaries of the objectives the city intends to initiate and/or complete during the timeframe of the Consolidated Plan. For each objective, proposed accomplishments and outcomes have been identified in quantitative terms. To assist with this, HUD requires grantees to use one or more of the 22 Goal Outcome Indicators (GOIs) to specify proposed numeric accomplishments the city hopes to achieve over the course of the Strategic Plan. The goals specifically address the priority needs.

Public Housing: This section describes the city's plan to meet the needs of public housing residents and public housing developments in Champaign County.

Barriers to Affordable Housing: This section describes the strategies for removing or ameliorating any negative effects of public policies that serve as barriers to affordable housing identified on MA-40 Barriers to Affordable Housing.

Homelessness Strategy: This section describes the city's strategy for reducing and ending homelessness through outreach, shelter activities, rapid rehousing, and homeless prevention. The strategies take into consideration both the housing and supportive services needed in each stage of the process.

Lead-Based Paint Hazards: This section outlines the city and consortium member's proposed actions to evaluate and reduce lead-based paint hazards and how housing policies and programs will address this issue.

Anti-Poverty Strategy: This is a concise summary of the city's goals, programs, and policies for reducing the number of poverty-level families. This section also addresses how housing programs funded through the Consolidated Plan will be coordinated with the city's other programs and services in order to reduce the number of poverty-level families.

Monitoring: This section of the Plan describes the standards and procedures the city will use to monitor housing and community development projects and ensure long-term compliance with program and comprehensive planning requirements.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

1	Area Name:	Urbana Community Development Target Area (CDTA)
	Area Type:	Local target area
	% of Low/ Mod:	51% or greater
	Revital Type:	Comprehensive
	Other Revital Description:	Census tracts 53, 54, 55, 56, 57
	Identify the neighborhood boundaries for this target area.	Census tracts 53, 54, 55, 56, 57 within the limits of the City of Urbana
	Include specific housing and commercial characteristics of this target area.	Primarily single-family residential, with some commercial and light industrial. A map of the CDTA is included on the following page.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Consultation through community needs surveys, social media, and public events.
	Identify the needs in this target area.	The needs of the CDTA are varied, and including a need for high-quality affordable housing, public infrastructure improvements including sidewalks and street lighting, economic development, violence prevention, and housing rehabilitation.
2	Area Name:	Urbana Consortium-wide Area
	Area Type:	Local target area
	% of Low/ Mod:	N/A
	Revital Type:	Housing
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	City of Urbana, City of Champaign, unincorporated Champaign County
	Include specific housing and commercial characteristics of this target area.	Residential, commercial, light industrial, industrial, rural, farmland.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The Consortium-wide Area consists of the cities of Champaign, Urbana, and unincorporated Champaign County and is set by HUD regulation.

	Identify the needs in this target area.	Affordable housing Housing rehabilitation
3	Area Name:	Champaign Planning Area 14
	Area Type:	Local target area
	% of Low/ Mod:	51% or greater
	Revital Type:	Comprehensive
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	Planning Area 14's boundaries are Mattis Avenue to the west, Springfield Avenue to the south, Kirby Avenue to the north, and Interstate 57 to the east.
	Include specific housing and commercial characteristics of this target area.	The area includes an estimated 1,850 single-family homes majority built from 1960-1970, 889 units of 3+ multi-family housing units across 79 buildings, and 95 attached residential units (duplexes, townhomes, rowhomes). There are six commercial retail buildings (convenience stores, gas stations, pharmacies, etc.) and 16 commercial service buildings (animal care facilities, auto repair, financial services, commercial gyms, etc.).
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The city works with the three registered neighborhood groups to identify needs, goals, and strategies. Community input meetings were held within the target area during the public participation process for this Consolidated Plan to get direct input from citizens living in the target area.
4	Identify the needs in this target area.	The needs in the area include the creation and preservation of affordable housing, public services, public facilities, and public infrastructure. The housing conditions need continued programs to bring homes for safety and accessibility.
	Area Name:	Beardsley Park Neighborhood Improvement Plan Area
	Area Type:	Local target area
	% of Low/ Mod:	51% or greater
	Revital Type:	Comprehensive
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	The Beardsley Park Neighborhood targeted area boundaries are Bradley Avenue to the north, Neil Street to the west and the railroad lines along the south and east.

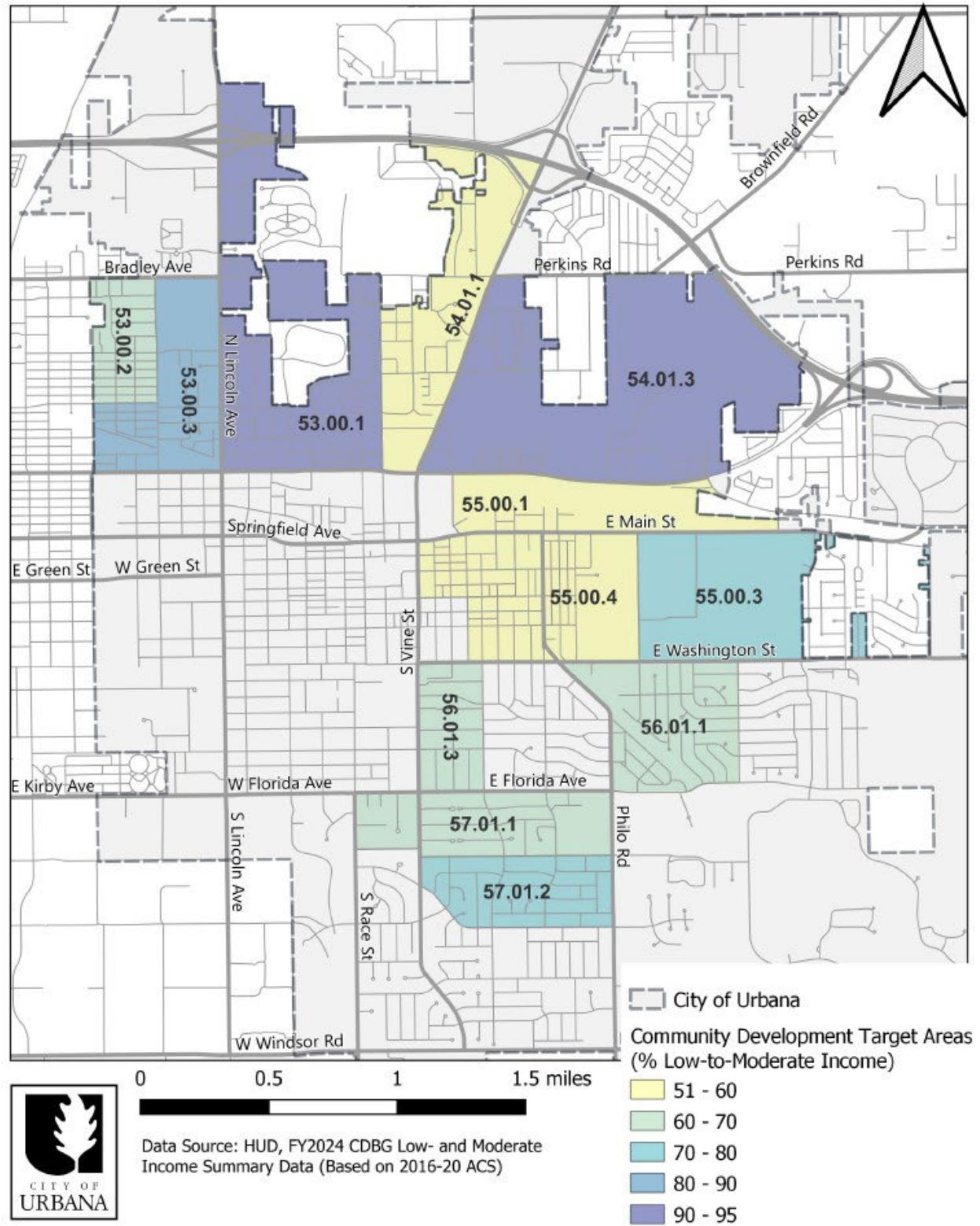
	Include specific housing and commercial characteristics of this target area.	This area includes rental and owner-occupied housing that is older, and some units are in need of substantial repair. There is a node of neighborhood commercial in the northeast corner of this small neighborhood and the neighborhood sits immediately north of Downtown Champaign, accessible to many amenities.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The city works closely with the Beardsley Park neighborhood group to identify needs, goals, and strategies. This group will assist with implementing locally funded programs, including housing and neighborhood economic development incentives.
	Identify the needs in this target area.	The City of Champaign previously invested substantial local funding in the infrastructure needs of this community and continues to work with the neighborhood association (Beardsley Park Neighborhood Group) to identify needs and solutions. The detention for this area is near completion which will close out many of the infrastructure needs for this area. The housing conditions need continued programming to bring homes up to code and the neighborhood group has concerns about the conflicting industrial uses that exist next to the residential areas of this neighborhood.
5	Area Name:	Bristol Park Neighborhood Plan Area
	Area Type:	Local target area
	% of Low/ Mod:	51% or more
	Revital Type:	Comprehensive
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	The Beardsley Park Neighborhood targeted area boundaries are Bradley Avenue to the north, Neil Street to the west and the railroad lines along the south and east.
	Include specific housing and commercial characteristics of this target area.	This area includes rental and owner-occupied housing that is older, and some units are in need of substantial repair. There is a node of neighborhood commercial in the northeast corner of this small neighborhood and the neighborhood sits immediately north of Downtown Champaign, accessible to many amenities.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The city works closely with the Beardsley Park neighborhood group to identify needs, goals, and strategies. This group will assist with implementing locally funded programs, including housing and neighborhood economic development incentives.

	Identify the needs in this target area.	The City of Champaign previously invested substantial local funding in the infrastructure needs of this community and continues to work with the neighborhood association (Beardsley Park Neighborhood Group) to identify needs and solutions. The detention for this area is near completion which will close out many of the infrastructure needs for this area. The housing conditions need continued programming to bring homes up to code and the neighborhood group has concerns about the conflicting industrial uses that exist next to the residential areas of this neighborhood.
	What are the opportunities for improvement in this target area?	A vacant parcel, currently owned by the City of Champaign, is located in the northwest corner of this neighborhood (Neil Street and Bradley Avenue). The City intends to issue an RFP to create affordable housing for the neighborhood and community.
	Are there barriers to improvement in this target area?	This area is challenged by some industrial uses on the perimeter of the neighborhood and a power substation near the center.
6	Area Name:	Garden Hills United Neighborhood Association Plan Area
	Area Type:	Local Target area
	% of Low/ Mod:	51% or more
	Revital Type:	Comprehensive
	Other Revital Description:	N/A
	Identify the neighborhood boundaries for this target area.	Garden Hills is bounded by Bradley Avenue to the south, Prospect Avenue to the east, Bloomington Road to the north and Mattis Avenue to the west.
	Include specific housing and commercial characteristics of this target area.	Commercial rings the perimeter of this neighborhood while the Frances Nelson Health Center (low-income health clinic), Parkland Community College and Business Development Center are located just outside the neighborhood boundaries. There are more than 1,000 housing units in this neighborhood, including apartment complexes, an affordable housing complex (Providence at Sycamore), and many single-family homes (owner-occupied and rental). The housing units are older, and many are in need of investment to be brought up to code.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The city works with the local United Garden Hills Neighborhood Association on identifying needs, goals and strategies.

Identify the needs in this target area.	The needs of this area include targeted housing, code enforcement (including addressing vacant properties), public engagement and safety, and youth programming. Numerous infrastructure improvements are needed such as sidewalks, drainage, and lighting.
What are the opportunities for improvement in this target area?	The targeted neighborhood housing and economic development programs will be forthcoming and should provide incentives for investment and engagement.
Are there barriers to improvement in this target area?	Lack of participation in available resources can limit improvements for the neighborhood (i.e. a lien requirement sometimes limits participation in home improvement programs).

Table 52 – Geographic Areas

Community Development Target Areas



SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1.	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Families with Children Elderly Chronic Homelessness Extremely Low-Income Low-Income
	Geographic Areas Affected	Urbana Consortium-wide Area
	Associated Goals	Invest in Affordable Housing Support Households in Need
	Description	Affordable housing is a basic need in the community across all income levels. The expansion and preservation of high-quality affordable housing is a high priority Consortium-wide as there are currently gaps in housing opportunities for households with incomes below 80% of the Area Median Income (AMI). Included in this priority need are the ongoing efforts to affirmatively further fair housing throughout the Consortium-wide area. In order to address this priority need, the City of Urbana and Urbana HOME Consortium may use CDBG and HOME funds to support a wide range of activities, including new construction of rental and homeowner housing, code enforcement in targeted areas, and acquisition/demolition of abandoned or sub-standard housing for new affordable housing development.
	Basis for Relative Priority	Affordable housing has been assigned as high priority due to the findings of the Needs Assessment, and the extensive public input received in the process of developing the 2025 - 2029 Consolidated Plan.
2.	Priority Need Name	Community Services
	Priority Level	High
	Population	Elderly Extremely Low Income Low Income Veterans

		Persons with Physical Disabilities Chronic Homelessness Elderly Persons with HIV/AIDS Families with Children Chronic Substance Abuse Persons with Developmental Disabilities Victims of Domestic Violence Persons with Mental Disabilities Unaccompanied Youth Persons with Alcohol or Other Addictions
	Geographic Areas Affected	Urbana Consortium-wide Area
	Associated Goals	Support Households in Need
	Description	Low-income households face many pressures, including access to programs and services that can help them establish and maintain long-term stability. The Consortium may use its CDBG and HOME resources to meet these needs through the provision of various supportive services including tenant-based rental assistance, CDBG public services, housing rehabilitation activities, and HOME ARP programs.
	Basis for Relative Priority	Through the Consolidated Plan consultation process, Consortium members heard from local service providers about the many needs faced by households in Champaign County. For example, rent has risen sharply in recent years, which has led to an increased need for rental assistance and housing navigation support. This feedback clearly highlighted services as a high priority in the community.
3.	Priority Need Name	Community Development
	Priority Level	Low
	Population	Low Income Moderate Income Chronic Homelessness Non-housing Community Development Families with Children Elderly

	Geographic Areas Affected	Urbana Community Development Target Areas
	Associated Goals	Encourage Community and Economic Development
	Description	In order to thrive, individuals and families must live in safe, healthy communities that support their wellbeing, and provide them with opportunities to succeed. This is why community development has been included as a priority need. During the five-year Consolidated Plan period, the City of Urbana may use its CDBG funds to support various aspects of neighborhood development and revitalization such as public infrastructure and facilities improvements, and economic development activities. These investments will be targeted to high-need areas identified within the City of Urbana.
	Basis for Relative Priority	While community development is critically important to supporting low-income households, this priority area has been assigned low priority due to the need to prioritize essential services like shelter and housing.
4.	Priority Need Name	Planning and Administration
	Priority Level	Low
	Population	N/A
	Geographic Areas Affected	Urbana Consortium-wide Area
	Associated Goals	Invest in Affordable Housing Support Households in Need Encourage Community and Economic Development
	Description	Planning and administration are critically important to furthering the priority needs and goals in the Consolidated Plan. Staff will utilize planning and admin funding to implement the projects and activities described in the plan over the five-year period.
	Basis for Relative Priority	N/A

Table 43 – Priority Needs Summary

Narrative (Optional)

The priority needs described above were identified through the public input and consultation process. The data collected in the Needs Assessment was also central to the formulation of these needs.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	52% of renters in the Consortium are paying more than one third of their income on rent. At extremely low-income levels, over two-thirds of all households experience a severe housing problem, the most common of which is severe cost-burden. The wait for Housing Choice Vouchers through the Housing Authority of Champaign County typically contains thousands of applicants. These market conditions make investment in tenant-based rental assistance a critical need in the Consortium Area, particularly targeted toward extremely low-income households and those at-risk of homelessness.
TBRA for Non-Homeless Special Needs	In Illinois, the average monthly amount for SSDI is \$1,737.77, while the average monthly amount for SSI is \$619.56. Households on these fixed incomes would struggle to find an affordable unit in the Consortium-area market, making rental assistance programs an important supplement for seniors and households where someone has a disability.
New Unit Production	Given frequency of cost burden and rising rents in the years since the beginning of the COVID-19 pandemic, making investment in new, affordable units an essential aspect of a healthy housing market. Because most new rental construction is generally built for student populations, making partnership and support for affordable housing developers critical. Rising interest rates and home values also make investment in affordable homeownership opportunities important, particularly given existing disparities in the homeownership and rental markets.
Rehabilitation	Rehabilitation services will continue to be high in demand as the local housing stock continues to age, and as low-income households are more likely to live in older units, both as renters and homeowners. Senior households are in particular need of rehabilitation assistance, since many live on fixed incomes, and may require accessibility modifications to their homes.
Acquisition, including preservation	The Cities of Urbana and Champaign will continue to work with residents and building safety professionals to identify blighted properties suitable for demolition. Both municipalities work to prioritize affordable housing developers for vacant, publicly owned land.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Allocations of federal funds are determined annually by Congress and will fluctuate from year to year. These fluctuations will be taken into account during the annual budgeting process.

Over the five-year Consolidated Plan period, the City of Urbana anticipates receiving an annual CDBG of approximately \$389,487. HUD allows rollover of prior year funds not to exceed 1.5% of annual allocation. Therefore, the City plans to rollover approximately \$500,000 in prior year funds annually. CDBG funds will be allocated to priorities set by the community and staff over the five-year Consolidated Plan period. The prior year resources listed below are unexpended CDBG funding from program years 2021-2024.

In year one of the 5-year Consolidated Plan period, the City of Urbana anticipates receiving \$200,000 in CDBG program income from the sale of real property. No CDBG program income is expected after year one. The U.S Department of Housing and Urban Development defines “program income” as gross income generated from the use of CDBG or HOME funds in excess of \$25,000. This includes proceeds from the sale or long-term lease of real property; proceeds from the disposition of equipment, income from the use or rental of real or personal property, and other income generated by CDBG or HOME funded activities.

During the same 5-year period, the Urbana HOME Consortium anticipates receiving an annual allocation of approximately \$612,367. Prior year resources as noted in the FY 2025 budget consist of HOME funds committed to multi-year projects, as well as uncommitted HOME-ARP funds. The Urbana HOME Consortium HOME-ARP Allocation Plan was approved in August 2022, and all HOME-ARP funds will be distributed within the Consortium-wide area based on the priorities identified in the Allocation Plan. No HOME program income is anticipated during the Consolidated Plan period.

1.	2.	3.	4				5	6
Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			A. Annual Allocation:	B. Program Income:	C. Prior Year Resources:	D. Total:		
CDBG	public – federal	➤ Acquisition ➤ Admin and Planning ➤ Economic Development ➤ Housing ➤ Public Improvements ➤ Public Services	\$389,487	\$200,000	\$500,000	\$1,089,487	\$3,557,948	Total expected CDBG available over five-year Con Plan is \$4,647,435. Expected Amount Available for Remainder of Con Plan (Column 5) estimated at annual grant of \$389,487 plus rollover of prior year funds not to exceed \$500,000 for four years. No CDBG program income is expected after year one.
HOME	public - federal	➤ Multifamily rental new construction ➤ New construction for ownership ➤ TBR4 ➤ HOME ARP projects & services	\$612,367	\$0	\$3,080,211.96	\$3,692,578.96	\$6,449,468	Total expected HOME and HOME ARP over five -year Con Plan is \$10,142,047. Expected Amount Available for Remainder of Con Plan (Column 5) estimated at annual grant of \$612,367 plus rollover of prior year funds not to exceed \$1,000,000 for four years.
HOME ARP	public – federal	➤ Support services ➤ Non-congregate shelter ➤ Affordable housing ➤ Non-profit operating/ capacity building	\$0	\$0	\$1,800,315.79	\$1,800,315.79	\$1,800,315.79	HOME ARP funding is a one-time allocation.

1.	2.	3.	4				5	6
Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			A. <i>Annual Allocation:</i>	B. <i>Program Income:</i>	C. <i>Prior Year Resources:</i>	D. <i>Total:</i>		
City General Fund	Local	➤ <i>Social service funding</i>	\$300,000	\$0	\$200,000	\$500,000	\$1,200,000	<i>Recurring allocation of city general funds to social service grant programs for low-income Urbana residents.</i>

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

All Consortium members continue to seek private investment, tax credits, and grant opportunities from the State of Illinois that further the goals outlined in the Consolidated Plan. The City of Champaign and Urbana continue to work with private developers applying for tax credit incentives on future developments. The City of Urbana is working with the Housing Authority of Champaign County to develop affordable housing on what is currently city-owned property on Lierman and Washington Avenues. The City of Urbana is also continuing to collaborate with non-profit stakeholders and healthcare providers in the community to develop a tiny homes facility that will support medically fragile individuals who are experiencing homelessness. Champaign has invested a portion of its HOME funds in Bristol Place Senior Residences, which broke ground in December 2024, and Phase II of Parker Glen, which will break ground in Spring of 2025.

The 25% match requirement for the HOME program utilizes a variety of leveraging sources to fulfill this obligation. The City of Urbana and Champaign contribute cash matches towards its HOME projects from private investment in development projects. Land donations for developments will contribute to the program in the coming year, as well as sweat equity and cash contributions provided by the volunteers of Habitat for Humanity of Champaign County. The Consortium has a large carryover match balance that will exceed the anticipated match requirement in the coming years.

CDBG funded City of Urbana projects for public facility and infrastructure leverage general funds and State of Illinois Motor Fuel Tax dollars to have a greater impact on the projects. The City of Urbana has also leveraged funds through the State of Illinois Department of Commerce and Economic Opportunity to support public service programming and capital improvement projects. This practice will continue through the 2025-2029 Consolidated Plan period.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

City Code Enforcement staff will continue to identify blighted properties that may be purchased with CDBG funds, demolished, and then donated to a not-for-profit developer or CHDO such as Habitat for Humanity or First Followers. These lots will be used to address affordable housing needs identified in the Consolidated Plan. The city does not keep an inventory of land.

Discussion

N/A

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
CHAMPAIGN	Government	Affordable Housing Ownership Affordable Housing Rental Non-homeless special needs Planning	Jurisdiction
HABITAT FOR HUMANITY	CHDO	Affordable Housing Ownership	Region
FIRST FOLLOWERS	CHDO	Affordable Housing Ownership Affordable Housing Rental	Region
COURAGE CONNECTION	Non-profit organizations	Affordable Housing Rental Homelessness – public services	Region
CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION	Government	Affordable Housing Rental Homelessness – public services	Region
URBANA	Government	Affordable Housing Ownership Affordable Housing Rental Non-homeless special needs Planning	Jurisdiction
HOUSING AUTHORITY OF CHAMPAIGN COUNTY	PHA	Affordable Housing Ownership Affordable Housing Rental Public Housing	Region

CITY OF CHAMPAIGN TOWNSHIP	Government	Affordable Housing Rental Homelessness – public services	Jurisdiction
CUNNINGHAM TOWNSHIP	Government	Affordable Housing Rental Homelessness – public services	Jurisdiction

Table 56 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The Cities of Urbana and Champaign as well as Champaign County Regional Planning Commission are all members of the Urbana HOME Consortium and continue to work well in identifying and implementing the goals and strategies outlined in the Consolidated Plan. The Consortium has two Community Housing Development Organizations, Habitat for Humanity of Champaign County, Inc., and First Followers. Habitat is very successful in implementing homeownership programs, and First Followers has gained experience providing affordable rental and homeownership programs for the re-entry population.

Courage Connection and CCRPC provide TBRA to the community and have very strong programs that have leveraged funding from a variety of sources. Each of these organizations is a longstanding entity in the community and has a strong track record of collaboration. For example, in 2022 CCRPC partnered with First Followers to provide \$120,000 in TBRA assistance to individuals recently released from incarceration. 100% of the funds were committed within one year, providing over 21 households with one year of rental assistance. Evaluation of household outcomes are ongoing, and there are plans to continue offering this program in the future.

As is the case in many communities across the county, the availability of funding limits the performance of local service providers. Champaign County as a whole benefited greatly from the infusion of COVID dollars provided through programs such as CDBG-CV, and HOME ARP. But as those funds have been spent down, organizations have had to adjust, despite the continued increase in need.

Affordable housing continues to be a high priority need in the community. In Champaign County, a minimum wage worker needs to work two full-time jobs in order to afford a modest two-bedroom apartment, and the average rent has increased by 5.42% since the previous year. Both Cunningham and Champaign Townships, along with the Regional Plan Commission have adopted a uniform rent assistance entry system. This process helps households get assistance **regardless of where they live**. In order to increase the stock of permanently affordable units for homeownership, the Consortium members continue to provide training to local CHDOs.

In 2023, the CSPH completed its three-year strategic plan to end homelessness in Champaign County. Consortium members were involved in drafting the plan and provided feedback. The

highest priority need identified in the Plan is the development of permanent supportive housing, which is a significant gap in service in the community.

The City of Urbana provides funding to local agencies through the Community Services Grant Program to assist low-income residents. In FY26, the City will provide \$500,000 in general funds to this program. Cunningham and Champaign Township provide emergency funding for utilities and rent assistance, and CCRPC offers LIHEAP assistance to qualifying residents.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement			
Mobile Clinics		X	X
Other Street Outreach Services		X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS		X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	
Other			
Other			

Table 44 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The service delivery system in Champaign County is intended to address critical needs of individuals experiencing homeless at every stage of life, from youth to adulthood. Through the CSPH, local

homeless service providers collaborate closely to ensure clients are referred to the program that fits their individual needs. The CSPH has established a Housing First standard that has been widely adopted by member organizations. This ensures that people are placed in safe and secure housing first, before being provided the wrap-around services needed to maintain stable housing.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Five years ago, Champaign County did not have a year-round, low barrier shelter. That changed in 2023, when the City of Champaign Township opened Strides Shelter. Since then, Strides has consistently provided 60 beds to individuals experiencing unsheltered homelessness. County-wide, the shelter intake process is managed by the CSPH, which operates Centralized Intake (CE). A CE subcommittee meets monthly to address issues with the intake process, and to share information.

The service delivery system is coordinated by the CSPH. With over forty member organizations, the CSPH has effectively streamlined the service delivery system over the past five years. At the monthly meeting, local service providers share information on emergency shelter availability, gaps in services, and other issues facing the service delivery system.

Despite the improvement in services, and the collaboration of stakeholders, gaps persist. The primary reason is a lack of funding. Nearly all local service providers report being at or over capacity. Staff turnover and a competitive job market have compounded these issues.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The United Way of Champaign County and the Community Foundation of East Central Illinois provide high-quality leadership training and resources to social service agencies throughout the region. United Way hosts a monthly meeting for nonprofit leaders to share resources and information that may be impacting the region, and the Community Foundation's Center for Nonprofit Excellence provides regular training and professional development opportunities for nonprofit leadership staff. Both organizations have also collaborated to provide regular grant-writing workshops for small nonprofits that want to gain experience with grants. In addition, the members of the Urbana HOME Consortium continue to provide much needed funding to organizations that serve individuals experiencing homelessness.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

The goals summarized below are designed to address the priority needs identified in the SP-50. The funding amounts and numbers served are the expected cumulative numbers over the five-year Consolidated Plan period.

See summary chart on following page.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Five Year Goals
1.	Invest in Affordable Housing	2025	2029	Affordable Housing	Urbana Consortium-wide Area	Affordable Housing	CDBG: \$625,000 HOME: \$8,337,047	Rental units constructed: 75 units Homeowner housing added: 20 units Buildings demolished: 5 buildings Code enforcement: 2,000 units
2.	Support Households in Need	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs	Urbana Consortium-wide Area	Affordable Housing Community Services	CDBG: \$1,540,000 HOME: \$1,500,000 HOME ARP: \$627,000	Public service activities low/mod benefit: 60 households Rental units rehabilitated: 10 units Homeowner housing rehabilitated: 140 units TBRA: 60 households Shelter beds added: 20 beds Homelessness Prevention: 50 persons Other: 15
3.	Encourage Community and Economic Development	2025	2029	Non-Housing Community Development	Urbana Community Development Target Areas	Community Development	CDBG: \$2,132,435	Public Facility or Infrastructure activity for low/mod area benefit: 1,350 households

4.	Planning and Administration	2025	2029	Other	Urbana Consortium-wide Area	Affordable Housing Community Services Community Development	CDBG: \$350,000 HOME \$406,000 HOME ARP \$173,315.79	Other: 15

Goal Descriptions

Goal Name	Goal Description
Invest in Affordable Housing	In order to encourage investments in the expansion and preservation of high-quality affordable housing, and to ensure everyone in the Consortium-wide area has a safe and affordable place to live, the City of Urbana and Urbana HOME Consortium will support a variety of housing activities including new housing construction for both renter and homeowner households, acquisition/demolition, and code enforcement in targeted areas. Activity 1: New Construction - Homeowner Housing The Urbana HOME Consortium will provide funding to affordable housing developers and CHDOs for the development of affordable housing for homeownership. An estimated 20 units will be produced during the five-year Consolidated Plan period. Activity 2: New Construction - Rental Housing The Urbana HOME Consortium will provide funding to affordable housing developers, including CHDOs, and the Housing Authority of Champaign County, for the development of affordable rental housing throughout the Consortium-wide area. An estimated 75 units will be produced during the five-year Consolidated Plan period. Activity 3: Acquisition/Demolition The City of Urbana will provide funding for the acquisition and demolition of abandoned or sub-standard properties in the City. Once cleared, the properties will be donated to affordable housing developers, or CHDOs for the development of affordable housing. An estimated five blighted structures will be acquired and demolished during the five-year Consolidated Plan period. Activity 4: Code Enforcement In order to preserve high-quality affordable housing, the City of Urbana will support code enforcement activities in low-income targeted areas.

Support Households in Need	Through the use of CDBG and HOME funds, the Urbana HOME Consortium will support low-income households through the provision of critical services. Activity 1: Housing rehabilitation The City of Urbana will utilize CDBG funds to provide rehabilitation assistance to low-income homeowners and renters. Assistance may include grants for emergency repairs, roof repair and replacement, and accessibility modifications for individuals with a disability and Seniors. An estimated 150 households will be served in the five-year Consolidated Plan period. Activity 2: Tenant-based rental assistance (TBRA) The Urbana HOME Consortium will provide HOME funds to local housing service providers to support TBRA programs for low-income households. An estimated 60 households will receive TBRA assistance in the five-year Consolidated Plan period. Activity 3: CDBG public services Over the course of the five-year Consolidated Plan period, the City of Urbana will commit its 15% public service cap to projects and programs that support low-income Urbana residents. Activities may include homelessness prevention rental assistance, and other public services for low-income households, and households experiencing or at risk of experiencing homelessness. Activity 4: HOME ARP supportive services The Urbana HOME Consortium will utilize HOME ARP supportive service dollars to support organizations that provide critical services such as housing navigation to those experiencing homelessness. Over five years, an estimated 50 persons will receive assistance. Activity 5: HOME ARP Non-Congregate Shelter Development The Urbana HOME Consortium will provide funding for the acquisition, rehabilitation, or new construction of non-congregate homeless shelter. An estimated 20 beds will be created during the five-year Consolidated Plan period. Activity 6: HOME ARP Capacity & Operating

	HOME ARP funds will be committed to non-profit homeless service providers to help support programs and services for households experiencing or at risk of experiencing homelessness.
Encourage Community and Economic Development	The City of Urbana will utilize CDBG funds to support and encourage community and economic development. Activity 1: Public infrastructure improvements CDBG funds will support public infrastructure projects in low-income targeted neighborhoods such as sidewalk and street lighting improvements. An estimated 1,250 households will benefit over five years. Activity 2: Public facility improvements Funding for public facility improvements will be provided through the CDBG program to expand and improve access to important services throughout the community. An estimated 50 households will benefit over five years. Activity 3: Economic development The City of Urbana will use CDBG funds to promote various economic development activity in order to expand opportunities for low-income households. An estimated 50 households will benefit over five years.
Planning and Administration	Planning and administration of the CDBG, HOME, and HOME ARP programs.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

All families provided with affordable housing over the course of the five-year Consolidated Plan will be low-income, moderate income, or extremely low-income as defined by HOME 91.315(b)(2). The following estimates are based on prior year actuals:

Extremely Low Income	115
Low-Income	90
Moderate Income	50

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable (currently a Moving to Work agency)

Activities to Increase Resident Involvements

As a Moving to Work agency, the Housing Authority of Champaign County (HACC) has many activities to increase resident involvement, include residential councils at its various sites, a resident member on its Board of Commissioners, and self-sufficiency programs that require involvement.

HACC has implemented a mandatory self-sufficiency/work requirement (LSS), which is driven by the following principles:

Self-Sufficiency – HACC defines self-sufficiency as behavior that exhibits personal accountability and financial responsibility demonstrated through consistent (more than 12 months) employment appropriate to the maximum skill level achievable by the individual.

Mandatory Participation – Participation in a self-sufficiency program is a condition of eligibility for new admissions and a condition of continued occupancy for existing residents and participants who do not meet the work requirement within one-year of being admitted to the program

Adult Requirements – All abled bodied heads of household, co-heads and spouses ages 18 through 54 are required to actively pursue activities to achieve economic self-sufficiency with a goal of employment meeting a minimum of 15 hours of school or work per individual adult and 30 hours of work income at the minimum wage (minimum wage x 30 hours x 52 weeks) per household. All able-bodied adult household members ages 19-24 must be enrolled in school full-time or meet the annual minimum household income after one year of participation.

Minimum Tiered Rent – In 2024, HACC removed term limits. Instead, after 8 years, the family will be required to stay at their income tier for the remaining term of their participation in the program. The minimum income tier a household may qualify for at the end of the 8-year term is the Minimum Wage x 30 hours x 52 weeks. Currently the minimum income tier is set at \$21,840 (\$14 x 30 hours x 52 weeks). The family will not be terminated from the program as long as at least \$1 of assistance is being paid but will remain at the income tier assigned in year 8. The minimum tiered rent will apply to all households whose head is an able-bodied individual age 18 through 54.

Job Retention – HACC will continue to direct resources to job retention.

Goal-Based Financial Incentive – In 2025, HACC will continue implementation of a goal-based financial incentive to be paid to individuals enrolled in the SHIFT Program that remain LSS compliant and meet certain benchmarks of self-sufficiency to be paid upon completion of the Contract of Participation or successful exit from the HCV program.

LSS SHIFT Program – In 2024, HACC will continue the “SHIFT Program” to encourage compliant LSS households to develop additional skills that will lead to higher paying jobs or self-employment through entrepreneurial efforts

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

Not applicable (currently not designated as ‘troubled’).

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

Barriers to affordable housing are largely financial. The need for affordable housing units far outweighs the current funding available to construct or subsidize those units, or to acquire land for affordable housing purposes. A related issue is that existing affordable housing developer capacity is limited; other than the Housing Authority of Champaign County, local affordable housing developers tend to work on small scale projects for which prospective applicants outpace the number of units being built.

In addition to financial gaps, other social aspects play a role in an individual or family's ability to secure affordable housing, including mental illness, unemployment, drug and/or alcohol addictions, as well as a criminal record, though some progress has been made in addressing these barriers. In 2020, the Housing Authority of Champaign County revised its criminal background screening policy to only review offenses explicitly required by HUD. The City of Urbana prohibits discrimination based on arrest or conviction record. In Champaign, landlords may still refuse prospective tenants for certain felonies within two years of incarceration.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Champaign, the City of Urbana, and Champaign County have policies on taxation, land use, zoning, building codes, fees, etc., that are generally similar to other downstate Illinois and Midwest communities.

Because zoning is one of the primary tools used to regulate development, staff from City Planning Divisions within the HOME Consortium actively monitor its use. Zoning designations that restrict multifamily land uses and mandate large lot size minimums can increase development costs and restrict supply, which may contribute to lack of affordability. Overly restrictive zoning policies also reinforce patterns of segregation and unfair housing practices by separating single-family homes and multifamily rental housing, which tend to serve different demographics. Currently, much of Urbana’s residentially zoned land only allows single-family residential uses by-right. The City of Urbana is currently in the process of completing its Comprehensive Plan. This plan will highlight

barriers to affordable housing city-wide and will be followed by zoning policy revisions related to addressing identified housing needs and goals.

Housing costs are also influenced by a large number of transient tenants and homebuyers who are attending the University of Illinois. This high demand for housing has resulted in increased housing costs, especially in the rental housing market.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Urbana and the Urbana HOME Consortium will continue to partner closely with the Champaign County Continuum of Services Providers to the Homeless (CSPH). In 2024, the CSPH received a grant from the State of Illinois to support stipends for individuals with lived experience to serve on the Executive Committee. This program has greatly increased the participation of individuals with lived experience in the Committee's decision-making process.

Addressing the emergency and transitional housing needs of homeless persons

Strides Shelter, which is operated by the City of Champaign Township, is the only low-barrier emergency shelter option in Champaign County. The current capacity of Strides is approximately 60 beds per night. Champaign County Regional Planning Commission operates an emergency shelter for families, and Courage Connection is the domestic violence shelter in Champaign County. County-wide, there are a variety of other non-congregate shelter options available for individuals and families.

The CSPH continues to seek ways to expand emergency shelter capacity, especially during the winter months. During the COVID-19 pandemic, a variety of different funding sources made it possible for shelters to expand services. However, as these funding sources have now largely dissipated, other means must be sought.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Many local government agencies and non-profits in the community work to help homeless individuals meet these goals. The CSPH maintains strong ties with the VA and other organizations that serve veterans, including Salvation Army. In addition, Consortium member agencies continue to provide funds to social service providers in order to expand existing supportive service programs

that already exist. For example, the Housing & Homeless Innovations Consolidated Grant Program, which is funded with HOME ARP, City of Urbana ARPA, and city general funds, was launched in the Winter of 2025 and will provide funding to support vital case management, housing navigation, and shelter programs and services.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs

The Champaign County Continuum of Service Providers to the Homeless seeks to address homelessness at each stage of homelessness, beginning with prevention. Several CoC member agencies provide utility assistance, as well as connections to job training programs in the community. In addition, the Champaign County Regional Planning Commission continues to provide security deposit assistance to low-income households. The City of Urbana uses CDBG Public Service funding to support the City's Youth Services Grant Program. The goal of this funding opportunity is to fund community-based solutions for youth from low-income households. In past years, this funding has gone toward recidivism prevention programs, job training opportunities, and violence intervention programming.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

In 2023, members of the Urbana HOME Consortium engaged with the Office of Lead Hazard Control and Healthy Homes and the Illinois Department of Public Health to offer a lead-safe practices workshop. This collaboration focused on best practices for lead-safe housing rehabilitation and ensuring that contractors possess the necessary certifications to work safely in homes with potential lead hazards.

The City of Champaign collaborated with the University of Illinois, which now offers training programs for local contractors to obtain the Renovate, Repair, and Paint (RRP) certification. This training equips contractors with the skills and knowledge to handle lead paint safely during home renovations.

Through these comprehensive actions, Champaign County is actively working to reduce lead-based paint hazards and increase access to safe, healthy housing for its residents. The emphasis on certified training, oversight, and support demonstrates a strong commitment to public health and safety in the community.

How are the actions listed above related to the extent of lead poisoning and hazards?

In response to the recognition of lead-based paint hazards, especially following the Illinois Department of Public Health's designation of Champaign County as a high-risk area in July 2024,

members of the Urbana HOME Consortium have implemented several proactive measures to mitigate these hazards and promote lead-safe housing.

How are the actions listed above integrated into housing policies and procedures?

The rehabilitation staff for City Housing Rehabilitation Programs are certified lead risk assessors. They oversee all contractors involved in housing rehabilitation projects to ensure compliance with lead-safe practices. This oversight helps to mitigate the risks associated with lead exposure during renovations.

Every housing rehabilitation project undergoes an environmental review, which assesses potential lead paint hazards. If lead hazards are identified, a mitigation plan is established to address them effectively before rehabilitation begins.

To further protect residents during rehabilitation projects, relocation assistance is offered for families residing in homes with identified lead hazards. This ensures that residents are not exposed to risks during the renovation process.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Encourage appropriate area social service agencies to expand recreational, educational, and cultural opportunities and alternatives for very low-income youth and young adults; support financial education and coaching programs for low-income individuals; encourage appropriate area social service agencies to provide additional economic assistance for persons who pay out-of-pocket expenses for medical and psychological services; support expansion of job-training and workforce development programs for low-income individuals by area social service agencies, and encourage them to conduct a review of all available programs to determine if they meet current need; support area providers such as the Senior Services Division of CCRPC and Family Service of Champaign County in their efforts to provide supportive services to low-income elderly persons residing in Urbana; support efforts by local service providers to area youth to increase supportive services available to at-risk youth; support the expansion and provision of affordable childcare services; work to create job opportunities through economic development initiatives; encourage current and newly created companies to hire low-income persons and local residents.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Municipal and county entities within the Consortium who are responsible for implementing affordable housing strategies also work closely with partner social service agencies who provide programming related to poverty reduction. For example, the City of Urbana Grants Management Division, which is responsible for managing HUD CPD funds as the Consortium lead entity, also manages grant programs for social service agencies in a range of service areas including education,

employment/job training, family support/special needs, food security, healthcare, housing/homelessness prevention, immigration services, senior services, violence prevention, and youth services. Champaign County Regional Planning Commission, a Consortium member representing unincorporated areas of the county, provides additional supportive services to County residents, including developmental disability, homeless, housing counseling, senior, youth, and transportation services. These service agencies all play a role in reducing poverty in the Consortium area, and in coordination with affordable housing strategies, leads to a wholistic approach to addressing the need of low-income individuals and families.

CHDOs that the Consortium has supported in the past, such as First Followers and Habitat for Humanity, also provide additional supportive services related to poverty reduction, such as workforce development and housing counseling.

Section 3 regulations will be carried out with all applicable HOME and CDBG projects in an effort to build the local job pool.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Champaign and City of Urbana are each responsible for monitoring their respective Community Development Block Grant programs. Both cities are also responsible for monitoring the HOME projects that take place within their jurisdiction. Staff from the City of Urbana monitor all CHDO and TBRA projects Consortium-wide.

A monitoring visit is utilized to determine if the project is being conducted in compliance with applicable Federal and State laws and requirements. The review also determines the recipients' ability to implement the program in a timely manner.

Monitoring visit consists of a review of project files, records and documentation, and may include a visit to the project site. The recipient should have all records, files, and documentation available for review at the monitoring visit. Failure to produce such records upon request will result in issuance of either a program “concern” or “finding” of non-compliance and may jeopardize the organization’s eligibility for future HOME project funding. Issuance of a program “concern” or “finding” may, at the discretion of the Urbana HOME Consortium staff, result in repayment of funds provided by the HOME Consortium. The Urbana HOME Consortium will take action to correct slow progress for grantees who are not meeting the time frame outlined in the written agreement. All HOME subrecipients will be monitored to ensure program compliance throughout the affordability period. The Urbana HOME Consortium includes its monitoring program in the annual Action Plan. A record of monitoring visits and any subsequent action shall be maintained in the files of each HOME subrecipient.

A subrecipient's failure to perform under the terms of the contract and/or maintain records in the prescribed manner may result in a finding that the subrecipient has failed to meet the applicable requirement of the contract. Remedial actions may include technical assistance to bring the project into compliance, or recapture of HOME funds.

The City of Urbana Public Works Department monitors all infrastructure improvement projects with Engineering handling the oversights of street and sidewalk improvements, sewer lining, lighting, etc. Monitoring includes certified payroll review, environmental studies, and construction oversight.

City of Urbana & Urbana HOME Consortium

Annual Action Plan

A component of the 2025 –
2029 Consolidated Plan



City of Urbana
Community Development Services
Department
Grants Division

400 South Vine Street
Urbana, Illinois



AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

1. Introduction

Allocations of federal funds are determined annually by Congress and will fluctuate from year to year. These fluctuations will be taken into account during the annual budgeting process. Below are the expected HUD resources for Fiscal Year 2026 (FY26), the first year of the City's five-year Consolidated Plan. FY26 begins on July 1, 2025, and ends June 30, 2026.

In FY26, the City of Urbana anticipates receiving a CDBG allocation of approximately \$389,487. Funds will be allocated to priorities that are consistent with the five-year Consolidated Plan. The prior year resources listed below are unexpended CDBG funding from program years 2021-2024.

The U.S Department of Housing and Urban Development defines "program income" as gross income generated from the use of CDBG or HOME funds in excess of \$35,000. This includes proceeds from the sale or long-term lease of real property; proceeds from the disposition of equipment, income from the use or rental of real or personal property, and other income generated by CDBG or HOME funded activities. In the 5-year Consolidated Plan period, the City of Urbana anticipates receiving \$200,000 in CDBG program income from the sale of real property.

In FY26, the Urbana HOME Consortium anticipates receiving an allocation of approximately \$612,367. Prior year resources as noted in the FY 2025 budget consist of HOME funds committed to multi-year projects, as well as uncommitted HOME-ARP funds. The Urbana HOME Consortium HOME-ARP Allocation Plan was approved in August 2022, and all HOME-ARP funds will be distributed within the Consortium-wide area based on the priorities identified in the Allocation Plan. No HOME program income is anticipated during the Consolidated Plan period.

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Program	Source of Funds	Uses of Funds	Expected Amount Available in FY26				Expected Amount Available Remainder of Con Plan	Narrative Description
			E. Annual Allocation:	F. Program Income:	G. Prior Year Resources:	H. Total:		
CDBG	public – federal	➤ Acquisition ➤ Admin and Planning ➤ Economic Development ➤ Housing ➤ Public Improvements ➤ Public Services	\$389,487	\$200,000	\$500,000	\$1,089,487	\$3,557,948	Total expected CDBG available over five-year Con Plan is \$4,647,435. Expected Amount Available for Remainder of Con Plan (Column 5) estimated at annual grant of \$389,487 plus rollover of prior year funds not to exceed \$500,000 for four years. No CDBG program income is expected after year one.
HOME	public - federal	➤ Multifamily rental new construction ➤ New construction for ownership ➤ TBR4	\$612,367	\$0	\$3,080,211.96	\$3,692,578.96	\$6,449,468	Total expected HOME and HOME ARP over five -year Con Plan is \$10,142,047. Expected Amount Available for Remainder of Con Plan (Column 5) estimated at annual grant of \$612,367 plus rollover of prior year funds not to exceed \$1,000,000 for four years.
HOME ARP	public – federal	➤ Support services ➤ Non-congregate shelter ➤ Affordable housing ➤ Non-profit operating/ capacity building	\$0	\$0	\$1,800,315.79	\$1,800,315.79	\$1,800,315.79	HOME ARP funding is a one-time allocation.
City General Fund	Local	➤ Social service funding	\$300,000	\$0	\$200,000	\$500,000	\$1,200,000	Recurring allocation of city general funds to social service grant programs for low-income Urbana residents.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

All Consortium members continue to seek private investment, tax credits, and grant opportunities from the State of Illinois that further the goals outlined in the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan. The City of Champaign and Urbana continue to work with private developers applying for tax credit incentives on future affordable housing developments, and the City of Urbana is working with the Housing Authority of Champaign County to develop affordable housing on what is currently city-owned property on Lierman and Washington Avenues. The City of Urbana is also continuing to collaborate with non-profit stakeholders and healthcare providers in the community to develop a tiny homes facility that will support medically fragile individuals who are experiencing homelessness. Champaign has invested a portion of its HOME funds in two affordable housing developments. Bristol Place Senior Residences, which is currently under construction, will contain 60 units for low-income seniors, and Phase II of Parker Glen will break ground in Spring of 2025.

The 25% match requirement for the HOME program utilizes a variety of leveraging sources to fulfill this obligation. The City of Urbana and Champaign contribute cash matches towards its HOME projects from private investment in development projects. Land donations for developments will contribute to the program in the coming year, as well as sweat equity and cash contributions provided by the volunteers of Habitat for Humanity of Champaign County. The Consortium has a large carryover match balance that will exceed the anticipated match requirement in the coming years.

CDBG funded City of Urbana projects for public facility and infrastructure leverage general funds and State of Illinois Motor Fuel Tax dollars to have a greater impact on the projects. The City of Urbana has also leveraged funds through the State of Illinois Department of Commerce and Economic Opportunity to support public service programming and capital improvement projects. This practice will continue through the 2025-2029 Consolidated Plan period.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

City Code Enforcement staff will continue to identify abandoned or sub-standard properties that may be purchased with CDBG funds, demolished, and then donated to a not-for-profit developer or CHDO such as Habitat for Humanity or First Followers. These lots will be used to address affordable housing needs identified in the Consolidated Plan. The city does not keep an inventory of land.

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

1. Goal Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	One Year Goal
1.	Invest in Affordable Housing	2025	2026	Affordable Housing	Urbana Consortium-wide Area	Affordable Housing	CDBG: \$125,000 HOME: \$3,390,227.74 HOME ARP: \$1,000,000	Rental units constructed: 15 units Homeowner housing added: 4 units Buildings demolished: 1 building Code enforcement: 400 units
2.	Support Households in Need	2025	2026	Affordable Housing Homeless Non-Homeless Special Needs	Urbana Consortium-wide Area	Affordable Housing Community Services	CDBG: \$308,000 HOME: \$300,000 HOME ARP: \$724,948.79	Public service activities low/mod benefit: 12 households Rental units rehabilitated: 2 units Homeowner housing rehabilitated: 28 units TBRA: 12 households Shelter beds added: 4 beds Homelessness Prevention: 10 persons Other: 3

3.	Encourage Community and Economic Development	2025	2026	Non-Housing Community Development	Urbana Community Development Target Area	Community Development	CDBG: \$586,487	Public Facility or Infrastructure activity for low/mod area benefit: 270 households
4.	Planning and Administration	2025	2026	Other	Urbana Consortium-wide Area	Affordable Housing Community Services Community Development	CDBG: \$70,000 HOME: \$61,000 HOME ARP: \$101,122.71	Other: 3

Table 45 – Goals Summary

2. Goal Descriptions

Goal Name	Goal Description
Invest in Affordable Housing	In order to encourage investments in the expansion and preservation of high-quality affordable housing, and to ensure everyone in the Consortium-wide area has a safe and affordable place to live, the City of Urbana and Urbana HOME Consortium will support a variety of housing activities including new housing construction for both renter and homeowner households, acquisition/demolition, and code enforcement in targeted areas. Activity 1: New Construction - Homeowner Housing The Urbana HOME Consortium will provide funding to affordable housing developers and CHDOs for the development of affordable housing for homeownership. An estimated 4 units will be produced during the one-year Annual Action Plan period. Activity 2: New Construction - Rental Housing The Urbana HOME Consortium will provide funding to affordable housing developers, including CHDOs, and the Housing Authority of Champaign County, for the development of affordable rental housing throughout the Consortium-wide area. An estimated 15 units will be produced during the one-year Annual Action Plan period. Activity 3: Acquisition/Demolition The City of Urbana will provide funding for the acquisition and demolition of abandoned or sub-standard properties in the City. Once cleared, the properties will be donated to affordable housing developers, or CHDOs for the development of affordable housing. An estimated one abandoned or sub-standard structure will be acquired and demolished during the one-year Annual Action Plan period. Activity 4: Code Enforcement In order to preserve high-quality affordable housing, the City of Urbana will support code enforcement activities in low-income targeted areas.

Support Households in Need	Through the use of CDBG and HOME funds, the Urbana HOME Consortium will support low-income households through the provision of critical services. Activity 1: Housing rehabilitation

	The City of Urbana will utilize CDBG funds to provide rehabilitation assistance to low-income homeowners and renters. Assistance may include grants for emergency repairs, roof repair and replacement, and accessibility modifications for individuals with a disability and Seniors. An estimated 30 households will be served in the one-year Annual Action Plan period. Activity 2: Tenant-based rental assistance (TBRA) The Urbana HOME Consortium will provide HOME funds to local housing service providers to support TBRA programs for low-income households. An estimated 12 households will receive TBRA assistance in the one-year Annual Action Plan period. Activity 3: CDBG public services Over the course of the one-year Annual Action Plan period, the City of Urbana will commit its 15% public service cap to projects and programs that support low-income Urbana residents. Activities may include homelessness prevention rental assistance, and other public services for low-income households, and households experiencing or at risk of experiencing homelessness. An estimated 12 households will receive assistance in one year. Activity 4: HOME ARP supportive services The Urbana HOME Consortium will utilize HOME ARP supportive service dollars to support organizations that provide critical services such as housing navigation to those experiencing homelessness. In one year, an estimated 10 persons will receive assistance. Activity 5: HOME ARP Non-Congregate Shelter Development The Urbana HOME Consortium will provide funding for the acquisition, rehabilitation, or new construction of non-congregate homeless shelter. An estimated 5 beds will be created during the one-year Annual Action Plan period. Activity 6: HOME ARP Capacity & Operating HOME ARP funds will be committed to non-profit homeless service providers to help support programs and services for households experiencing or at risk of experiencing homelessness.

Encourage Community and Economic Development	The City of Urbana will utilize CDBG funds to support and encourage community and economic development. Activity 1: Public infrastructure improvements CDBG funds will support public infrastructure projects in low-income targeted neighborhoods such as sidewalk and street lighting improvements. An estimated 250 households will benefit over one year. Activity 2: Public facility improvements Funding for public facility improvements will be provided through the CDBG program to expand and improve access to important services throughout the community. An estimated 10 households will benefit over one year. Activity 3: Economic development The City of Urbana will use CDBG funds to promote various economic development activity in order to expand opportunities for low-income households. An estimated 10 households will benefit over one year.
Planning and Administration	Planning and administration of the CDBG, HOME, and HOME ARP programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Urbana and Urbana HOME Consortium made its funding allocation decisions based on public input received during the Consolidated Plan and Annual Action Plan process, with input and direction provided by the City's Community Development Commission. Funding is awarded based on eligible activities and priorities identified in the application. The following is a list of proposed projects for the one-year Annual Action Plan period. All of the proposed projects are tied back to the Goals identified in the SP-45.

Consideration has also been given to program delivery and staffing requirements to successfully operate the grant activities, various objectives of leveraged funding available, as well as programmatic constraints of both the HOME Investment Partnerships and Community Development Block Grant programs. The projected target start date for the proposed programs is July 1, 2025, and the projected commencement of proposed programs is June 30, 2026.

1.	CDBG Planning & Administration
2.	CDBG Neighborhood Stabilization
3.	CDBG Housing & Support Services
4.	CDBG Neighborhood Revitalization
5.	HOME Planning & Administration
6.	HOME CHDO Developer Support
7.	HOME CHDO Operating Support
8.	HOME TBRA
9.	HOME Champaign Affordable Housing & Neighborhood Development
10.	HOME Urbana Affordable Housing & Neighborhood Development

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on the statutory requirements of the HOME Investment Partnership program, Community Development Block Grant programs, and HOME ARP program. Needs have been prioritized in keeping with identified needs in the Consolidated and HOME-ARP Allocation Plans.

1.	Project Name	CDBG Planning & Administration
	Target Area	Urbana Community Development Target Area
	Goals Supported	Planning and Administration
	Needs Addressed	Affordable Housing Community Services Community Development
	Funding	\$70,000
	Description	Planning and administration support for the CDBG funded activities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	N/A
	Location Description	N/A
	Planned Activities	CDBG Planning and administration activities
2.	Project Name	CDBG Neighborhood Stabilization
	Target Area	Urbana Community Development Target Area
	Goals Supported	Invest in Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$125,000
	Description	The City of Urbana will undertake activities to stabilize neighborhoods in order to preserve existing affordable housing and make Urbana a strong and healthy place to live.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	An estimated 400 low-income households will benefit from the proposed activities.
	Location Description	The Urbana Community Development Target Areas consist of census blocks with 51% or more low- to -moderate income households.

	Planned Activities	Acquisition and demolition of abandoned or sub-standard housing Code enforcement in targeted neighborhoods
3.	Project Name	CDBG Housing & Support Services
	Target Area	Urbana Community Development Target Area
	Goals Supported	Support Households in Need
	Needs Addressed	Community Services
	Funding	\$308,000
	Description	The City of Urbana will provide CDBG funding to support programs and services for low-income households. This will include utilization of the City's 15% CDBG public service allocation for services to low-income residents, including individuals or households experiencing homelessness.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	An estimate 42 low-income households will benefit from the proposed activities.
	Location Description	The Urbana Community Development Target Areas consist of census blocks with 51% or more low- to -moderate income households.
4.	Planned Activities	CDBG public services Housing rehabilitation assistance and program delivery
	Project Name	CDBG Neighborhood Revitalization
	Target Area	Urbana Community Development Target Area
	Goals Supported	Encourage Community and Economic Development
	Needs Addressed	Community Development
	Funding	\$586,487
	Description	CDBG funds will be committed to projects that improve neighborhood infrastructure and public facilities, as well as encourage economic development.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities.	An estimated 270 low- to -moderate income households will benefit from the proposed activities.
	Location Description	The Urbana Community Development Target Areas consist of census blocks with 51% or more low- to -moderate income households.
	Planned Activities	Public infrastructure improvements (sidewalks, street lighting) Public facility improvement Economic development activities
5.	Project Name	HOME Planning and Administration
	Target Area	Urbana Consortium-wide Area
	Goals Supported	Planning and Administration
	Needs Addressed	Affordable Housing Community Services Community Development
	Funding	\$61,000
	Description	Planning and Administration to support HOME funded activities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	N/A
	Location Description	N/A
6.	Project Name	HOME CHDO Developer Support
	Target Area	Urbana Consortium-wide Area.
	Goals Supported	Invest in Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$150,000

	Description	15% set-aside to support affordable housing development by certified Community Housing Development Organizations (CHDOs).
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	An estimated 5 low-income households will benefit from the proposed activities.
	Location Description	Activities will take place within the Consortium-wide area (cities of Urbana, Champaign, and unincorporated Champaign County).
	Planned Activities	CHDO affordable rental and homeowner housing development.
7.	Project Name	HOME CHDO Operating Support
	Target Area	Urbana Consortium-wide Area
	Goals Supported	Invest in Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$30,000
	Description	5% cap on operating support for certificated CHDOs to build affordable housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	N/A - operating funds will be provided directly to CHDOs for administrative support related to affordable housing program.
	Location Description	Activities will take place within the Consortium-wide area (cities of Urbana, Champaign, and unincorporated Champaign County).
	Planned Activities	CHDO operating activities.
8.	Project Name	HOME TBRA
	Target Area	Urbana Consortium-wide Area
	Goals Supported	Support Households in Need
	Needs Addressed	Affordable Housing Community Services
	Funding	\$300,000

	Description	HOME funds will be used to support service provider agencies that provide tenant-based rental assistance to low-income households.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	An estimated 12 households will benefit from TBRA assistance.
	Location Description	Activities will take place within the Consortium-wide area (cities of Urbana, Champaign, and unincorporated Champaign County).
	Planned Activities	TBRA
9.	Project Name	HOME Champaign Affordable Housing and Neighborhood Development
	Target Area	Garden Hills Champaign Planning Area 14 Beardsley Park Neighborhood Improvement Plan Area Bristol Park Neighborhood Plan Area - Local Target area
	Goals Supported	Invest in Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$1,860,420.70
	Description	As a member of the Urbana HOME Consortium, the City of Champaign receives a percentage of the annual HOME allocation. The City of Champaign will use HOME funds to develop affordable rental and homeowner housing, as well as other neighborhood revitalization activities as needed.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities.	An estimated seven low-income households will benefit from the proposed activities.
	Location Description	City of Champaign local target areas.
10.	Project Name	HOME Urbana Affordable Housing and Neighborhood Development
	Target Area	Urbana Community Development Target Area

Goals Supported	Invest in Affordable Housing
Needs Addressed	Affordable Housing
Funding	\$1,349,807
Description	As a member of the Urbana HOME Consortium, the City of Urbana receives a percentage of the annual HOME allocation. The City will use HOME funds to develop affordable rental and homeowner housing, as well as other neighborhood revitalization activities as needed. As in prior years, the City of Urbana will commit a portion of its HOME allocation to Champaign County Regional Planning Commission for TBRA.
Target Date	6/30/2026
Estimate the number and type of families that will benefit from the proposed activities.	An estimated four households will benefit from the proposed activities.
Location Description	The Urbana Community Development Target Areas consist of census blocks with 51% or more low- to -moderate income households.
Planned Activities	Activities include affordable rental and homeowner housing development, and neighborhood revitalization activities.

Table 46 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved need:

Allocation priorities are based on the statutory requirements of the HOME Investment Partnership program, Community Development Block Grant programs, and HOME ARP program. Needs have been prioritized in keeping with identified needs in the Consolidated and HOME-ARP Allocation Plans. Although the City of Urbana is not a recipient of ESG funds directly from HUD, the City of Urbana may receive ESG funds from the State of Illinois Department of Human Services.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Urbana is the county seat of Champaign County, Illinois. The population is estimated at 38,336 as of June 1, 2020. Urbana is the tenth-most populous city in Illinois outside of the Chicago metropolitan area. Urbana is notable for sharing the campus of the University of Illinois at Urbana–Champaign with its sister city of Champaign. The three largest employers in Urbana are two non-profit hospitals and the University of Illinois.

The City of Urbana and Urbana HOME Consortium will direct HUD assistance to low-income areas identified through the Consolidated Planning process. In the City of Urbana, assistance will be prioritized in the Community Development Target Area. These areas have disproportionately greater housing and community development needs than other areas of the city due to many factors, including the historical impacts of red lining.

Geographic Distribution

HOME	
Target Area	Percentage of Funds
Beardsley Park Neighborhood Plan Area	10
Bristol Park Neighborhood Plan Area	20
Champaign Planning Area 14	10
Garden Hills United Neighborhood Association Action Plan	10
Urbana Community Development Target Area	40
Urbana Consortium-wide Area	100

Table 47 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Target neighborhoods are those census tracts with populations for which at least 51% of the total number of households are at or below 80% of the area median family income. Total above exceeds 100%. Since all local target areas are within the Urbana HOME Consortium-wide Area, percentage of funds distributed within the consortium-wide area is 100%.

Discussion

While HOME and CDBG funded projects and activities are available to all households that meet the low-mod income definition, targeted efforts will be made to market programs and services to these specific areas.

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The City of Urbana will use its HOME funds to support its affordable housing and neighborhood development program activities, which may include: TBRA, new construction, down payment assistance, acquisition-rehab, purchase-rehab-resale, rental rehab, owner-occupied rehabilitation, lot acquisition/demolition, and/or other programs currently under development or may be proposed that further the affordable housing goals and mission of the City, Council, and Grants Management Division. Programs must comply with applicable local, state and federal regulations, including but not limited to HOME regulations.

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	66
Special-Needs	5
Total	75

Table 48 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	22
The Production of New Units	23
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	75

Table 49 - One Year Goals for Affordable Housing by Support Type

Discussion

N/A

AP-60 Public Housing - 91.420, 91.220(h)

Actions planned during the next year to address the needs of public housing

The Housing Authority of Champaign County (HACC) is a Move to Work (MTW) organization. This innovative approach to housing takes into account the impact work has on an individual, his or her personal growth, as well as an ability to provide for themselves and any other members of the household. Able-bodied public housing residents are required to work a minimum of 20 hours a week, and case management is provided to assist tenants in the job search process. Move to Work

(MTW) is a demonstration that provides a limited number of Public Housing Authorities with the ability to design and test innovative approaches tailored to their communities, using federal dollars more efficiently, providing increased support for families to become economically self-sufficient, and increasing housing choice for low-income households. The broad flexibility to waive statutes and regulations allows HACC to better serve and house residents while streamlining internal operations.

The seven-member HACC Board of Commissioners consists of two commissioners appointed by each of the Cities of Urbana and Champaign, an appointee that rotates between the two cities called a “floating” appointee, a commissioner appointed by the Champaign County Board, and a commissioner appointed from among residents of the HACC properties.

The Housing Authority continues to partner with landlords to increase engagement and provide incentives. For example, consortium member agencies are collaborating with the Housing Authority and other housing service providers in the community to pilot a landlord risk mitigation fund. This program provides reimbursements to landlords who have agreed to participate in voucher programs and have experienced damage to their units from voucher holders.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACC continues its partnership with Habitat for Humanity of Champaign County and First Followers to provide affordable homeownership and rental opportunities to residents. Habitat and First Followers are both certified Community Housing Development Organizations for the Urbana HOME Consortium. The Consortium will seek ways to continue to support Habitat and First Followers, which will in turn further the goals set by the HACC for its public housing residents seeking to transition into homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Champaign County is not designated as a troubled PHA.

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The most detailed data on homelessness in Champaign County is collected on an annual basis during the Point-in-Time (PIT) count each January. The 2024 PIT count found 279 homeless individuals with 237 sheltered and 42 unsheltered. This represents a continued increase from counts in previous years (137 individuals in 2022, 215 individuals in 2023). Based on HMIS data maintained throughout the continuum, in the last year, 402 individuals were homeless at some point in the program year. The average length of time spent homeless was 102 days.

From the 2024 PIT count, of the 279 individuals experiencing homelessness, 10 were veterans, and 16 were unaccompanied youth. All unaccompanied youth were ages 18-24. 33 individuals reported having a serious mental illness, 10 reported having a substance use disorder, one reported living with HIV/AIDS, and 20 self-identified as adult (over the age of 18) survivors of domestic violence. These traits are not mutually exclusive: the same individual may have reported having more than one of the listed circumstances. This supplementary information demonstrates that homelessness is sometimes accompanied by other physical and mental health issues requiring additional supportive services. However, it is also worth noting that many individuals identified by the PIT count do not report a serious mental illness or substance use disorder, which speaks to the fact that the primary drivers of homelessness are economic factors related to income and housing affordability. Service providers consulted also point to landlord discrimination against clients' credit and eviction history as a barrier keeping individuals unhoused, even when clients have been awarded housing vouchers.

Both children and young adults were found experiencing homelessness: this total number includes 64 children (under 18) and 35 young adults (aged 18-24). The remaining 175 individuals were over the age of 24. Of the 279 surveyed individuals, 120 identified as female, 156 identified as male, 2 identified as non-binary, and 1 identified as having a culturally specific identity.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Urbana and the Urbana HOME Consortium will continue to partner closely with the Champaign County Continuum of Services Providers to the Homeless (CSPH). In 2024, the CSPH received a grant from the State of Illinois to support stipends for individuals with lived experience to serve on the Executive Committee. This program has greatly increased the participation of

individuals with lived experience in the Committee's decision-making process.

Addressing the emergency shelter and transitional housing needs of homeless persons

Strides Shelter, which is operated by the City of Champaign Township, is the only low-barrier emergency shelter option in Champaign County. The current capacity of Strides is approximately 60 beds per night. Champaign County Regional Planning Commission operates an emergency shelter for families, and Courage Connection is the domestic violence shelter in Champaign County. County-wide, there are a variety of other non-congregate shelter options available for individuals and families.

The CSPH continues to seek ways to expand emergency shelter capacity, especially during the winter months. During the COVID-19 pandemic, a variety of different funding sources made it possible for shelters to expand services. However, as these funding sources have now largely dissipated, other means must be sought.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Many local government agencies and non-profits in the community work to help homeless individuals meet these goals. The CSPH maintains strong ties with the VA and other organizations that serve veterans, including Salvation Army. In addition, Consortium member agencies continue to provide funds to social service providers in order to expand existing supportive service programs that already exist. For example, the Housing & Homeless Innovations Consolidated Grant Program, which is funded with HOME ARP, City of Urbana ARPA, and city general funds, was launched in the Winter of 2025 and will provide funding to support vital case management, housing navigation, and shelter programs and services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Champaign County Continuum of Service Providers to the Homeless seeks to address homelessness at each stage of homelessness, beginning with prevention. Several CoC member agencies provide utility assistance, as well as connections to job training programs in the community. In addition, the Champaign County Regional Planning Commission continues to provide security

deposit assistance to low-income households. The City of Urbana uses CDBG Public Service funding along with city general funds to support grants to local non-profit service providers. The goal of this funding opportunity is to fund community-based programs and services for low-income households. In past years, this funding has gone toward recidivism prevention programs, job training opportunities, and violence intervention programming.

Discussion

N/A

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

Barriers to affordable housing are largely financial. The need for affordable housing units far outweighs the current funding available to construct or subsidize those units, or to acquire land for affordable housing purposes. A related issue is that existing affordable housing developer capacity is limited; other than the Housing Authority of Champaign County, local affordable housing developers tend to work on small scale projects for which prospective applicants outpace the number of units being built.

In addition to financial gaps, other social aspects play a role in an individual or family's ability to secure affordable housing, including mental illness, unemployment, drug and/or alcohol addictions, as well as a criminal record, though some progress has been made in addressing these barriers. In 2020, the Housing Authority of Champaign County revised its criminal background screening policy to only review offenses explicitly required by HUD. The City of Urbana prohibits discrimination based on arrest or conviction record. In Champaign, landlords may still refuse prospective tenants for certain felonies within two years of incarceration.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Champaign, the City of Urbana, and Champaign County have policies on taxation, land use, zoning, building codes, fees, etc., that are generally similar to other downstate Illinois and Midwest communities.

Because zoning is one of the primary tools used to regulate development, staff from City Planning Divisions within the HOME Consortium actively monitor its use. Zoning designations that restrict multifamily land uses and mandate large lot size minimums can increase development costs and restrict supply, which may contribute to lack of affordability. Overly restrictive zoning policies also

reinforce patterns of segregation and unfair housing practices by separating single-family homes and multifamily rental housing, which tend to serve different demographics. Currently, much of Urbana's residentially zoned land only allows single-family residential uses by-right. The City of Urbana is currently in the process of completing its Comprehensive Plan. This plan will highlight barriers to affordable housing city-wide and will be followed by zoning policy revisions related to addressing identified housing needs and goals.

Housing costs are also influenced by a large number of transient tenants and homebuyers who are attending the University of Illinois. This high demand for housing has resulted in increased housing costs, especially in the rental housing market.

Discussion

N/A

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Proposed actions associated with the City's 2025-2026 Annual Action Plan are described in the specifically related sections of the Plan. This section describes any actions to be undertaken by the City of Urbana that will further the goals of the 2025-2029 Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The City of Urbana will continue to focus its community development efforts on expanding affordable housing opportunities and fostering strong and vibrant neighborhoods to meet underserved needs in the

community. Affordable housing needs will be addressed by focusing on the housing cost burden. Investments made in affordable housing developments will continue to address the limited supply and rising cost of housing, which has exacerbated challenges like homelessness and racial inequity in housing. The creation of strong and vibrant neighborhoods will focus on support for low- and moderate-income persons. Strategic investments in infrastructure, public facility improvements, and community assets will address needs and strengthen and enhance the health of the neighborhoods.

Actions planned to foster and maintain affordable housing

City staff manage a comprehensive housing rehabilitation program using CDBG funds. This program targets low-income homeowners in the City's targeted census tracts. Funds can provide emergency repair assistance to address health or safety concerns, accessibility modifications and improvements for individuals with a disability, and minor repairs to help senior citizens maintain independent living. The City also uses CDBG funds for code enforcement and blight reduction

activities intended to maintain healthy and livable neighborhoods.

Actions planned to reduce lead-based paint hazards

Staff use Lead Safe Practices in implementing its housing rehabilitation activities. The city's housing inspectors are lead certified and lead based paint remediation policies and procedures are included in each housing rehabilitation contract funded with federal funds. Contractors are required to follow lead-safe work practices to comply with local, state, and federal requirements. City staff will also consider funding opportunities for lead abatement activities outside of existing programs based on availability and capacity.

Actions planned to reduce the number of poverty-level families

The Tenant-Based Rental Assistance programs in the Consortium area are targeted toward persons who are below the poverty level. The combination of self-sufficiency case management and stable housing is intended to assist households in escaping poverty. Staff will evaluate these programs for their effectiveness during the Annual Action Plan year. Economic Development opportunities will be provided to small businesses located in Community Development Target areas. Priority funding will be made available to social service agencies that target youth programming for low-income families.

The city will continue its poverty reduction strategy by focusing its programs in geographic areas. By working closely with residents and concentrating programs and public improvements in a specifically targeted neighborhood, the community will feel a greater impact. Key strategies include improving public infrastructure within target areas and coordinating city-funded programs and services with other funders, businesses, and neighborhood groups.

Actions planned to develop institutional structure

Urbana staff work to foster creative ideas for improving the institutional structure that is part of a larger, more holistic network of services that benefit low-income households. By supporting various social service agencies through staff participation in the Continuum of Service Providers to the Homeless, the City of Urbana plays a role in developing programmatic improvements that will further the impact of these services in the community.

The City of Urbana Police Department has also developed a sophisticated Crisis Co-Responder and Intervention team in order to provide real time case management and behavioral health services to individuals in crisis. This program also coordinates closely with service provider agencies to help get individuals wrap-around support needed to prevent further justice involvement.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Urbana will continue its efforts to increase coordination and collaboration with the

public and private housing and social service agencies in the community. Urbana staff regularly attend board meetings for the Housing Authority of Champaign County. The City also maintains an active presence on the Continuum of Service Providers to the Homeless, offering assistance with various reporting and application systems inherent to the successful delivery of the Continuum of Care network. City staff and the CSPH also worked closely with the Housing Authority of Champaign County in the creation of the Emergency Housing Voucher MOU and continued to collaborate during the referral process to make sure the 113 Emergency Housing Vouchers assigned to Champaign County were utilized in a timely manner.

Furthermore, in their role as a member of the CoC Executive Committee, City staff have supported the Housing Authority in its decision to accept Stability Housing Vouchers. These vouchers will provide another important resource for individuals who are experiencing or at risk of experiencing homelessness in the community. The City plays an active role in the Community Reinvestment Group, a group of local lenders looking to address affordable housing issues in the community. The City hosts a public input meeting each year specifically for social service agencies to gauge the evolving needs in the community and within the service network.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City uses CDBG funds to ensure decent affordable housing, to provide services to the most vulnerable in our community, to create jobs through the retention of businesses, and to support strong and healthy neighborhoods through infrastructure improvements and code enforcement. Fiscal year 2025-2026 is covered in this plan. A minimum of 70 percent of CDBG funds are used for activities that benefit low and moderate-income persons. Each funded activity meets at least one of the following national objectives:

- To benefit low- and moderate-income persons.
- To prevent or eliminate slums or blight; or
- To address community development needs has a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The Urbana HOME Consortium will not be carrying out activities outside of those described in Section 92.205 in the 2024-2025 Fiscal Year.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For HOME-assisted projects that do not include direct buyer assistance, a resale restriction will be used and be in effect for the duration of the affordability period. The affordability period is based on the amount of HOME assistance provided to the project. A land use restriction, mortgage, and promissory note shall be recorded against the title to the property. Each of these documents will include a provision restricting the sales price such that it must be "affordable" to low-income buyers.

In this instance, the affordable price results in a monthly housing cost for principal, interest, taxes, and insurance of not more than 30% of the gross monthly income for a household below 80% of the area median income for the Champaign County Area. The term "low-income buyer" has an annual income, as adjusted for family size, that is less than or equal to eighty percent (80%) of the area median income (as defined by HUD) for the Champaign County area. The owner shall receive a fair return on his/her investment. The sales price may encompass the cost of any home investment documented with receipts, which can be defined as, but is not limited to, any additions to the home such as a bedroom, bathroom, or garage, replacement of heating, ventilation, or air conditioning systems, accessibility improvements such as bathroom modifications for disabled or elderly which were not installed through a federal, state, or locally-funded grant program, or outdoor improvements such as a new driveway, walkway, retaining wall, or fence. The sales price may also encompass the increase in the value of owner equity and investment as calculated by the cumulative percentage of change which is calculated by the Housing Price Index (HPI) calculator of the Federal Housing Finance Agency (X) plus 1.00 times the total owner investment at the time of purchase (Y) plus the documented capital improvements (Z). A complete description of the recapture and resale provisions is found in the attached Resale and Recapture Guidelines for HOME program activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

The City of Urbana, Urbana HOME Consortium members, and designated Community Housing Development Organizations agree that, to the extent allowable by law, to secure the HOME funds, an agreement with the homebuyer, as well as a mortgage and promissory note shall be executed for any HOME funded homeownership property. Each document will include the prescribed net sales proceeds provisions for the recapture of HOME funds as outlined below. The mortgage and promissory note are to be recorded against the title to the property. For HOME-assisted, homeownership units, wherein HOME funds are utilized to provide direct assistance to the homebuyer, net proceeds from the sale must provide the original homebuyer, now the home seller, a "fair return" on his/her investment (including any down payment and capital improvement investment made by the seller since purchase). The table in the attached City of Urbana Resale and Recapture Guidelines for HOME Program Activities provides for the minimum terms of affordability based on the amount of direct assistance provided to the homebuyer.

The period of affordability shall commence from the date the activity is identified as "completed" in HUD's Integrated Disbursement Information System (IDIS). Subject to recapture is the HOME funds that are invested in a HOME-assisted unit, as a direct subsidy to the homebuyer. The subsidy could include down payment assistance, and the amount of each subsidy would be a minimum of \$1,000 and differ per homebuyer. The City will reduce the HOME investment amount to be recaptured from the Net Proceeds on a prorated basis for the time the Homeowner has owned and occupied the housing measured against the remaining years in the required Affordability Period. A five-year affordability period prorated basis is as follows:

*First Year - 90% of HOME investment from available Net Proceeds
Second Year - 70% of HOME investment from available Net Proceeds
Third Year - 50% of HOME investment from available Net Proceeds
Fourth Year - 30% of HOME investment from available Net Proceeds
Fifth Year - 10% of HOME investment from available Net Proceeds*

The amount of recapture funds is subject to the availability of Net Proceeds available from the resale of the property. The term "Net Proceeds" shall mean the proceeds as indicated upon a closing settlement statement of the net amount to be paid to the seller. In the event that no such statement exists, "Net Proceeds" shall mean the amount equal to the sales price (X) minus any superior private debt (Y) and minus any reasonable closing costs (Z), as determined by the City, including, but not limited to, title insurance, recording fees, Realtor's commissions or property taxes. A complete description of the recapture and resale provisions is found in the attached Resale and Recapture Guidelines for HOME Program Activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

As a PJ, there are no plans to refinance existing debt. Refinancing of a project may occur only if specifically authorized in an approved Annual Action Plan, and then only if conditions of the refinancing are clearly stated in the Plan. To

be eligible for refinancing a project must meet the following conditions:

- *Refinancing cannot be the primary purpose of the HOME investment. Refinancing is only appropriate*
1.

when HOME funds are loaned to rehabilitate the property for which refinancing is being requested and then only when necessary to permit or ensure continued affordability. To demonstrate that rehabilitation is the primary activity for which HOME funds have been expended in connection with the property, at least \$5,000 per unit average in HOME funds must have been provided for rehabilitation of the property.

- *The project sponsor requesting HOME funds for debt refinancing must demonstrate, and the Consortium must confirm, that disinvestment in the property has not occurred, long-term needs of the project can be met through the refinancing, and servicing the targeted population over an extended affordability period is feasible.*
2.
- *Refinancing may be approved either to maintain currently affordable units or to create additional affordable units.*
3.
- *Properties for which refinancing is approved may be located anywhere within the corporate limits of the Consortium members.*
4.
- *Properties for which refinancing is approved are subject to an affordability period of at least 15 years starting on the date the refinancing is closed.*
5.
- *HOME funds cannot be used to refinance multiple-family loans made or insured by any other federal program, including but not limited to, the Community Development Block Grant Program.*

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Not applicable



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 3, 2025, Committee of the Whole
Subject: A Resolution Authorizing Execution of an Intergovernmental Agreement for Residential Electronics and Household Hazardous Waste Collection

Summary

Action Requested

Council is being asked to approve a Resolution authorizing an intergovernmental agreement (IGA) for 2025 household hazardous waste (HHW) and electronics collection events.

Brief Background

Since the early 2010s, the City of Urbana has partnered with Champaign County, the City of Champaign, and the Village of Savoy to conduct semi-annual electronics recycling collection events. In the past four years, the Illinois EPA has funded an annual household hazardous waste (HHW) event in Champaign County organized by the same municipal partners. The County has drafted an IGA for local partners to share event costs based on population. The City of Urbana's cost share would be 18.6% of total costs. Total shared costs include contractual collection costs for the electronics recycling contractor of up to \$23,000 per event, parking lot rental costs, traffic patrol services, room rental costs, golf cart costs, and miscellaneous costs (tent rentals due to inclement weather, food, porta-potties, supplies). These costs are outlined in "Section 1. Purpose" of the IGA.

These events are very popular public events. In Fall 2024 countywide residents recycled 103,445 pounds of electronic devices in that one-day event, with over 53% (55,318 pounds) of that total being TVs alone. In 2024, the HHW event recovered 64,240 pounds of material at the August event.

Relationship to City Services and Priorities

Impact on Core Services – None

Strategic Goals & Plans – None

Previous Council Actions

Comparable Resolutions and IGAs have been approved on multiple occasions by City Council to support these joint recycling efforts.

Discussion

Fiscal and Budget Impact

The City of Urbana's maximum share in 2025 for one HHW collection event would be \$799.80. The City of Urbana's maximum share in 2025 for the two electronics recycling events would be \$8,858.30 (\$4,429.15 per event). Refer to Table 4.1 in the attached IGA. These events are funded in the U-Cycle budget.

Community Impact

These special events provide affordable access for our community to recycle electronics and HHW, because there are limited options for recycling these items regionally.

Recommendation

Staff recommends that City Council approve the Resolution authorizing the IGA.

Next Steps

If Council approves the Resolution, staff will ensure that the IGA is executed, and staff will jointly coordinate, schedule, and hold these special recycling events.

Attachments

1. A Resolution Authorizing Execution of an Intergovernmental Agreement for Residential Electronics and Household Hazardous Waste Collection
2. An Intergovernmental Cost Sharing Agreement Between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for Residential Electronics Collections in 2025 and Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection in 2025

Originated by: Courtney Kwong, Recycling Coordinator

Reviewed: Scott Tess, Sustainability & Resilience Officer
Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT FOR RESIDENTIAL ELECTRONICS AND HOUSEHOLD
HAZARDOUS WASTE COLLECTION**

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

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

WHEREAS, the City Council, after due consideration, finds that the expeditious provision of collection services for electronics and household hazardous waste is best provided by intergovernmental agreement with other public agencies.

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

Section 1. That an Intergovernmental Agreement providing for collection of electronics and household hazardous wastes among the City of Urbana, City of Champaign, Village of Savoy, and 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 and the City Administrator of the City of Urbana, Illinois, be and the same are hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Intergovernmental Agreement.

PASSED BY THE CITY COUNCIL this _____ day of _____

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____

Diane Wolfe Marlin, Mayor

AN INTERGOVERNMENTAL COST SHARING AGREEMENT
 BETWEEN THE COUNTY OF CHAMPAIGN,
 THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY
 FOR RESIDENTIAL ELECTRONICS COLLECTIONS IN 2025 AND
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY
 HOUSEHOLD HAZARDOUS WASTE COLLECTION IN 2025

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with Residential Electronics Collections to be held on May 16-17, 2025 and October 10-11, 2025 at Parkland College campus in Champaign, Illinois and costs associated with the Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection to be held on August 9, 2025 at the State Farm Center Southwest Parking Lot in Champaign, Illinois (hereinafter referred to as “events”). These costs include:

For the Residential Electronics Collection events:

- a) One-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b) The cost of two golf carts at \$275 per two-days at each event.

For the Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection event:

- c) The event fee of \$2,500 for use of State Farm Center Southwest Parking Lot for two days at \$1,250 per day.
- d) The cost of traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event.
- e) The cost of approximately \$800 for rental of an overhead 10’x 10’ tent with sides for two days in the event of unsuitable weather conditions.
- f) The cost of one golf cart at \$200 per two days at the event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

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

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the events in 2025. Costs will include:

For the Residential Electronics Collection events:

- a. Payment of a one-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b. Payment for rental of two golf carts at \$275 per two-days at each event;

For the IEPA-Sponsored One-Day Household Hazardous Waste Collection event:

- c. Payment of an event fee of \$2,500 to the State Farm Center, University of Illinois at Urbana-Champaign, for use of the State Farm Center Southwest Parking Lot for two days at \$1,250 per day;
- d. Payment for traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event;
- e. Payment of approximately \$800 for rental of an overhead 10'x 10' tent with sides for two days in the event of unsuitable weather conditions;
- f. Payment for one golf cart at \$200 per two days at the event; and

Section 2. Terms

- 2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the A-Team Recyclers and with Parkland College for the Residential Electronics Collections and with the IEPA and with the State Farm Center for the IEPA-Sponsored One-Day Household Hazardous Waste Collection event. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain

approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.

- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

- 4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for each event:

Table 4.1

Event Date(s)	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
August 8-9, 2025 (HHW Event)	\$1,470.60 (34.2)	\$1,844.70 (42.9)	\$799.80 (18.6)	\$184.90 (4.3)	\$4,300
May 16-17, 2025 (REC Event)	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275
October 10-11, 2025 (REC Event)	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275

Section 5. Invoices and Payments

- 5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to 'Champaign County' to the attention of Recycling Coordinator, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

State's Attorney's Office

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

Village Attorney



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 3, 2025, Committee of the Whole

Subject: A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat for Humanity, PY 2025)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Funding Agreement (Habitat for Humanity, PY 2025)

Summary

Action Requested

City Council is being asked to consider the two attached Resolutions. The first Resolution is for certification of Habitat for Humanity of Champaign County as a Community Housing Development Organization (CHDO) of the Urbana HOME Consortium. The second Resolution approves the execution of a CHDO funding agreement with Habitat for the construction of affordable housing.

Community Development Commission Recommendation

The Community Development Commission reviewed the proposal on [January 28, 2025](#), and voted unanimously to recommend approval to City Council.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact on core services as a result of approving these resolutions.

Strategic Goals & Plans

Approval of the proposed Resolutions is desirable and necessary to further the affordable housing goals as described in the [City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan](#). In addition, approval of the Resolutions furthers Mayor/Council Strategic Goal 2.2 (B) *Partner with developers to generate affordable rental and homeowner housing.*

Previous Council Actions

The Urbana City Council annually reviews and approves CHDO certification and funding agreements. Most recently, Council passed Resolution [2024-02-011R](#), A Resolution Certifying A Community Housing Development Organization for the Urbana HOME Consortium (Habitat CHDO Certification PY 2023) and Resolution [2024-02-007R](#), A Resolution Approving and

Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Habitat CHDO Developer PY23).

Discussion

Brief Background

On an annual basis, the Urbana HOME Consortium (which consists of the City of Urbana, City of Champaign, and Champaign County) provides funding to certified Community Housing Development Organizations (CHDOs) for the creation of affordable rental and homeowner housing. The funding comes from the Consortium's annual allocation of HOME funds received from the U.S. Department of Housing and Urban Development (HUD).

As lead entity of the Urbana HOME Consortium, the City of Urbana is responsible for certifying CHDOs in Champaign County on an annual basis. In order to be certified as a CHDO and thus eligible to receive HOME funds, organizations must meet the certification requirements outlined in HUD Community Planning and Development Notice 97-11. Based on the assessment of staff, Habitat for Humanity has met the certification criteria in PY 2025 and is thus eligible to receive HOME funds for affordable housing development.

In PY 2025, Habitat for Humanity has requested \$150,000 in project development support and \$26,000 in operating support to construct four affordable housing units for homeownership. One project will take place in Urbana, and three projects will take place in Champaign. A summary of the projects, including the construction timeline, can be found in **Attachment 1**. Per HUD regulation, a minimum of 15 percent of the annual HOME allocation must be set aside for affordable housing development projects undertaken by certified CHDOs. HUD also requires that a maximum of five percent of the annual HOME allocation be set aside for CHDO operating expenses.

The units constructed with HOME funding are subject to a 10-year affordability period, during which time the units must be occupied by a low-income family. The affordability period will be enforced through the execution of a Land Use Restriction Agreement, which is included in the funding agreement as an attachment.

Fiscal and Budget Impact

CHDO funding is a set-aside from the annual allocation of HOME funding received from HUD and was included in the FY25 budget. Therefore, there will be no impact on the general fund as a result of approving these resolutions.

The provision of funds by the City to Habitat for Humanity is contingent upon the City's receipt of HOME funding from HUD. If HOME funds are discontinued or reduced by HUD for any reason, the City's payments to Habitat may cease or be reduced without advance notice, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds.

Recommendation

City Council is asked to approve the two attached Resolutions.

Next Steps

If approved, staff will move forward with executing the CHDO funding agreement with Habitat for the construction of four affordable housing units. The projects will be complete by the summer of 2026.

Attachments

1. Project Summary
2. A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium (Habitat for Humanity, PY 2025)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Funding Agreement (Habitat for Humanity, PY 2025)
4. Urbana HOME Consortium Community Housing Development Organization Funding Agreement (Habitat for Humanity, PY25)

Originated by: Breaden Belcher, Grants Division Manager

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

Approved: Carol Mitten, City Administrator

Attachment I

Project Summary

Project Summary - Habitat for Humanity		
Project Address	Project Funding	Operating Funding
912 Gregory, Urbana	\$37,500	\$6,500
2005 Cypress, Champaign	\$37,500	\$6,500
203 E. Hill, Champaign	\$37,500	\$6,500
1432 Holly Hill, Champaign	\$37,500	\$6,500
Total:	\$150,000	\$26,000

912 Gregory in Urbana is a vacant lot obtained from the City of Urbana through a blight reduction program. Habitat is building a house with community support. Construction will start in the Spring of 2025, and we anticipate completion in the Fall of 2025. A low-income family has selected the lot as their future home. We expect the family to move into the house in the late Fall of 2025 and close on the house in Winter of 2025.

2005 Cypress in Champaign is a vacant lot obtained from the City of Champaign in a lot disposition process. Habitat is building a house with community support. Construction will start in the Spring of 2025, and we expect construction to end in the Fall of 2025. A low-income family has selected this lot, and they will be moving in during the Fall of 2025. We expect to close on the house in the Winter of 2025.

203 E. Hill in Champaign is a vacant lot obtained from the City of Champaign in a lot disposition process. Construction will start in the Fall of 2025, and we anticipate completion in the Spring of 2026. A low-income family has selected the lot as their future home. We expect the family to move into the house in the late Spring of 2026 and close on the house in the Summer of 2026.

1432 Holly Hill Drive in Champaign is a vacant lot obtained from the City of Champaign in a lot disposition process. Construction will start in the Fall of 2025, and we anticipate completion in the Spring of 2026. A low-income family has selected the lot as their future home. We expect the family to move into the house in the late Spring of 2026 and close on the house in the Summer of 2026.

RESOLUTION NO. _____**A Resolution Certifying a Community Housing Development Organization for the Urbana HOME Consortium****(Habitat for Humanity, PY 2025)**

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

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that certification of Habitat for Humanity of Champaign County as a Community Housing Development Organization for the Urbana HOME Consortium for PY 2025 is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the *City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan*.

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

Section 1. That Habitat for Humanity of Champaign County (Habitat) be identified and certified as a Community Housing Development Organization (CHDO) for the Urbana HOME Consortium for the projects described in the Urbana HOME Consortium Community Housing Development Organization Funding Agreement and as such, be eligible to request specific HOME funds set aside for use by CHDOs, under regulations set forth by the U.S. Department of Housing and Urban Development.

Section 2. That said certification and the benefits afforded by it be in effect for the duration of the projects specified in the Urbana HOME Consortium Community Housing Development Organization Funding Agreement, or until such time that Council be informed of conditions necessitating a change in the status of Habitat as a CHDO.

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

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Funding Agreement

(Habitat for Humanity, PY 2025)

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

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

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

Section 1. That an Agreement providing \$150,000 in PY25 HOME CHDO project funds, and \$26,000 in PY25 HOME CHDO operating funds, for the creation of four (4) affordable single-family units, between the City of Urbana and Habitat for Humanity of Champaign County, in substantially the same form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FUNDING
AGREEMENT

(Habitat for Humanity PY 2025)

THIS Community Housing Development Organization Agreement (hereinafter the “**AGREEMENT**”), for affordable housing development (hereinafter the “**PROJECT**”) is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**PARTICIPATING JURISDICTION, or PJ**”), and Habitat for Humanity of Champaign County, an Illinois Not-For-Profit Organization (hereinafter “**DEVELOPER**”) on February 17, 2025 (hereinafter the “**DATE**”).

WITNESSETH

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

WHEREAS, the Urbana HOME Consortium, CFDA #14.239, has received HOME Program funds from HUD for the period beginning **July 1, 2024**, and ending **June 30, 2025** to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2020-2024 (hereinafter the “Consolidated Plan”) and the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2024-2025 (hereinafter Annual Action Plan), which budgets Urbana HOME Consortium funds, including a fifteen percent set-aside for use by Community Housing Development Organizations (hereinafter “CHDOs”) to expand affordable housing opportunities at the neighborhood level, and a five percent set-aside for administrative and operational costs incurred by CHDOs in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/ Urbana/ Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 16, 2003 (hereinafter the “Intergovernmental Agreement”); and

WHEREAS, the PJ, as the administrator of a HOME Program, has authority under the provisions of the HOME Program to provide funding for the development of an affordable homeownership program, and for the provision of administration and operating assistance; and

WHEREAS, DEVELOPER has applied to the PJ for Urbana HOME Consortium funding for development and operating assistance in order to administer said PROGRAM; and

WHEREAS, the Consolidated Plan promotes expansion of homeownership opportunities and recommends that the Urbana HOME Consortium expand affordable homeownership/rental opportunities for low-income households; and

WHEREAS, DEVELOPER has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, DEVELOPER desires to serve as a project developer the PROGRAM within the City of Champaign, the City of Urbana, and unincorporated Champaign County; and

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

WHEREAS, the PJ has determined that the DEVELOPER has the ability to provide the required private matching funding to cover the cost of the PROGRAM; and

WHEREAS, the DEVELOPER has been fully informed regarding all requirements or obligations that must be met by DEVELOPER in order to utilize HOME Program funds for the PROGRAM, including but not limited to, the requirement that the assisted housing units must remain affordable to low-income households for a period of ten (10) or more years, in accordance with 24 CFR Part 92, Sections 203, 251-253; and

WHEREAS, the DEVELOPER, having been fully informed regarding the requirements of the HOME Program, is committed to starting the PROGRAM with the assistance of HOME Program funds on or before **April 1, 2025** and has made necessary arrangements to provide any required matching private contribution towards the cost of said PROGRAM.

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

ARTICLE I: HOME REQUIREMENTS

Section 1: Commitment of HOME CHDO Funds

The PJ agrees to provide the DEVELOPER an amount not to exceed **\$150,000** in Project funds, and an amount not to exceed **\$26,000 (\$6,500 per unit)** in Operating funds from its federal HOME allocation from fiscal year 2024 – 2025. The DEVELOPER shall use the Funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the PROGRAM in the manner as described below:

Section 2: Use of HOME CHDO Project Funds

- a.) The CHDO Project funds provided to the DEVELOPER shall be used for development subsidy, down payment assistance to low- to moderate-income households, and for homeownership opportunities.

- b.) The DEVELOPER may only request HOME funds to be used for down payment assistance in combination with the development of a property wherein a development subsidy is being provided as part of an eligible CHDO project.
- c.) The DEVELOPER shall comply with the PROGRAM MANUAL prior to commitment of any work pursuant to this agreement. DEVELOPER shall provide PJ a copy of its PROGRAM MANUAL in accordance with the HOME Program regulations for approval by Urbana City staff. The DEVELOPER shall provide the PJ with the budget and financial projection for each home from the preliminary budget for the construction of each of house as provided in “Attachment 3” or in a similar document format as approved by the PJ.
- d.) The DEVELOPER shall own or purchase the real property for the Project in the following locations:
 - a. 912 Gregory, Urbana
 - b. 2005 Cypress, Champaign
 - c. 203 E Hill, Champaign
 - d. 1432 Holly Hill, Champaign
- e.) The DEVELOPER shall complete the Affordable Homeownership Program in accordance with the homebuyer contract provisions as described in the PROGRAM MANUAL approved by Consortium staff, by reference made a part hereof.
- f.) The DEVELOPER shall incorporate the sample documents for the PROGRAM as part of the PROGRAM MANUAL, which is to be submitted to Urbana City staff prior to commitment of funds.
- g.) The DEVELOPER shall complete the PROJECT within 4 years of funding commitment, or **March 1, 2029.**

Section 2: Use of CHDO Operating Funds

- a.) Specific uses of said funds are for administration and operating activities related to the continued operation and capacity building of the organization as shown in Exhibit 1.
- b.) DEVELOPER shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Operating Activities. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., payroll documentation, receipts, invoices). The City shall make payment to DEVELOPER within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to DEVELOPER. All monies granted to DEVELOPER pursuant to this Agreement shall be expended by DEVELOPER by July 31, 2028.
- c.) DEVELOPER may expend funds per 24 CFR 92.208(a) and 24 CFR 92.300(f).

24 CFR 92.208(a): Up to 5 percent of a participating jurisdiction's fiscal year HOME allocation may be used for the operating expenses of community housing development organizations (CHDOs). These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating

expenses means reasonable and necessary costs for the operation of the community housing development organization. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(f).

24 CFR 92.300(f): Limitation on community housing development organization operating funds. A community housing development organization may not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under 92.208.

- d.) Equal Employment. DEVELOPER agrees that there shall be no discrimination against any person who is employed in carrying out the Operating Activities, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. DEVELOPER further agrees to the following.
 - i. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - ii. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
 - iii. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - iv. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
- e.) DEVELOPER, its successors and assigns, agrees to fulfill the Operating Activities in accordance with HOME Program regulations promulgated at 24 CFR Part 92.
- f.) DEVELOPER acknowledges there is no match requirement for these HOME CHDO funds disbursed by the City.
- g.) DEVELOPER shall comply with the regulations, policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of Federal funds for the Operating Activities. DEVELOPER agrees to maintain financial records in accordance with applicable Federal guidelines as part of 2 CFR Part 200. DEVELOPER shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- h.) DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity for which DEVELOPER receives Federal financial assistance.

Section 3: Affordability

The DEVELOPER shall comply with all income determinations and affordability requirements of the HOME Program as set forth in HUD Regulations 24 CFR 92.203 or 92.254, as applicable. The DEVELOPER shall determine each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The DEVELOPER is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six (6) months have elapsed since the DEVELOPER determined that the family qualified as income eligible.

The maximum purchase price shall not exceed **\$273,000**, which is 95% of the median purchase price of new housing for the metropolitan area as defined by the Single-Family Mortgage Limits under Section 203(b) of the National Housing Act. The project shall be single-family housing, which includes one (1) to four (4) family residence or condominium unit.

The HOME-assisted housing shall be the principal residence of the qualified income eligible homebuyer from the date of initial occupancy (loan closing for purchase of the property) and shall remain the principal residence of the family for a period of ten years from the date of project completion (the Affordability Period). For purposes of this AGREEMENT, project completion means that all necessary title transfer requirements to the DEVELOPER have been performed; construction has been completed; the project complies with the requirements of 24 CFR Part 92 (including the property standards under 24 CFR 92.251); the final drawdown has been disbursed for the project; the DEVELOPER has submitted all necessary demographic and financial information to the DEVELOPER in the form of the Activity Completion Report provided in "Attachment 5"; and the project completion information has been entered in the integrated disbursement and information system (IDIS) established by HUD.

The affordability requirements as listed in Section 24 CFR 92.254(a) (4) apply without regard to the term of any loan or mortgage or the transfer of ownership. The affordability requirements shall be imposed by deed restrictions, covenants running with the land or other mechanism approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. Said restrictions shall include that the PJ may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability.

Affordability Period

For allotted time period following project completion (hereinafter referred to "the Affordability Period"), the following restrictions shall apply.

The Affordability Period for the PROJECT is: 10 years

The DEVELOPER agrees to assist the PJ in restricting the use of the property by recording a Mortgage and Note (hereinafter the “DOCUMENTS”) in form and with the same content as that executed under even date herewith. DOCUMENTS shall be identical in substantial form as the forms in “Attachment 4” attached hereto and by reference made a part hereof.

In the event the housing does not continue to be the principal residence of the family for the duration of the Affordability Period, the PJ shall recapture a portion of the HOME Program assistance provided to the homebuyers in accordance with the terms and conditions provided in the loan agreement and note. The HOME Program funds provided under this AGREEMENT will be recaptured in accordance with 24 CFR 92.254(a)(5)(ii) and shall be repaid to the PJ, recorded as CONSORTIUM program income in accordance with 24 CFR 92.503, and used in accordance with the requirements of the HOME Program.

Should the DEVELOPER sell or transfer ownership of property assisted with HOME funds to a homeowner who does not meet the income eligibility of the HOME program, DEVELOPER shall reimburse the CONSORTIUM the amount of HOME funds disbursed on the project by the CONSORTIUM. The CONSORTIUM shall deposit said funds in the local HOME Trust Account to be utilized for other affordable housing activities at the discretion of the CONSORTIUM.

Section 4: HOME Project Requirements

Project Requirements:

The PJ shall provide HOME funds in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207. HOME Program funds will be disbursed on behalf of the DEVELOPER under the following terms and conditions.

HOME funds provided by the DEVELOPER to the eligible homebuyer as down payment assistance shall be in the form of a **Forgivable Loan** at 0% interest.

DEVELOPER shall comply with all HOME project requirements in subpart F of 24 CFR Part 92, including 92.250: Maximum per-unit subsidy amount and layering, which stipulates that the amount of HOME funds that a DEVELOPER may invest in affordable housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD under Section 221.514(b)(1) and (c) of this title for elevator-type projects, involving nonprofit mortgagors, insured under Section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located.

The PJ and DEVELOPER agree that the DOCUMENTS will be executed between the PJ and the HOMEBUYER at the initial purchase closing for any housing unit receiving funds under the PROGRAM pursuant to this AGREEMENT. The DOCUMENTS shall include language to ensure that the affordability period will be honored through the duration of this AGREEMENT and include provision for recapture of the HOME Program funds invested in the housing unit. PJ staff will prepare these DOCUMENTS, and the PJ will pay recording fees for the DOCUMENTS.

This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD's Integrated Disbursement and Information System (IDIS). PJ agrees to enter all information provided into IDIS within 30 days of receipt. Should the PROJECT be modified after initial commencement date of the Affordability Period, a new Affordability Period may be re-structured.

The terms of the recapture provision will be such that they reflect the HUD provisions in the HOME Final Rule 24 CFR 92.254. Details of a recapture provision will be provided in the DOCUMENTS. Failure to ensure that the DOCUMENTS are executed at the initial purchase closing will result in withholding HOME Program funds until said item is addressed. DEVELOPER also agrees to reference these required DOCUMENTS in each of their PROGRAM Agreements with the Homebuyers.

List of Documents

The following documents are included as "Attachment 4- Affordable Homeownership Program Sample Documents," have been added to or made a part hereof by reference:

Mortgage
Note

Section 5: Property Standards

The DEVELOPER agrees that all housing purchased with HOME Funds shall meet the property standards, as established by the PJ, as well as all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of project completion.

DEVELOPER will provide homebuyers with a "walk-through" of the house and explain all maintenance concerns that are necessary to ensure the house remains in good repair and provide a bound document that includes information on all aspects of the home, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

DEVELOPER agrees to conduct rehabilitation activities in compliance with the most recent version of the Urbana HOME Consortium Property Rehabilitation Standards. This document stipulates that, among other regulations, repairs made to owner-occupied structures as a part of a rehabilitation activity shall have a life expectancy of at least five (5) years with a goal life expectancy of fifteen (15) years.

Section 5: Other Program Requirements

- A. Financial Responsibility. The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project or Operating Activities in excess of the funding pledged herein.
- B. Affirmative Marketing of Vacant Units
DEVELOPER must adopt an affirmative marketing policy and procedure acceptable to HUD for homebuyers of newly renovated/constructed houses per 24 CFR 92.351.

Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the CONSORTIUM's affirmative marketing policy.
2. Requirements and practices DEVELOPER must adhere to in order to carry out the affirmative marketing procedures and requirements.
3. Procedures to be used by DEVELOPER to inform and solicit applications from persons, in the housing market area, who are not likely to apply for the housing without special outreach.
4. Records that will be kept describing actions taken by DEVELOPER to affirmatively market units and records to assess the results of these actions.
5. A description of how the DEVELOPER will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

C. Non-discrimination and Equal Opportunity

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

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

D. Displacement, Relocation and Acquisition

If applicable, DEVELOPER agrees to assist the PJ to provide relocation assistance to persons temporarily relocated or permanently displaced at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24 and Section 104(d) of the Housing and Community Development Act, as applicable.

E. Labor and Contracting Requirements

PROJECT DEVELOPER and its contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this AGREEMENT. Any contracts executed as a result of this AGREEMENT may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

E. Disbarment & Suspension

The DEVELOPER certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The DEVELOPER shall establish procedures to ensure they do not make any award to contractors or subcontractors at any tier in violation of the non-procurement debarment and suspension common rule. **The DEVELOPER shall verify and document that none of its contractors, or subcontractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non procurement programs (“List”).** The DEVELOPER may request assistance from the PJ to access the List and document results.

F. Conflict of Interest

The DEVELOPER guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The DEVELOPER agrees that no members of the governing body of the locality in which the DEVELOPER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the AGREEMENT during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this AGREEMENT. Unless expressly permitted by U.S. Department and Housing and Urban Development (“HUD”), DEVELOPER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the DEVELOPER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the PJ, no DEVELOPER, or officer, employee, agent or consultant of the DEVELOPER, may occupy a HOME-assisted affordable housing unit in a project.

G. Air and Water

The DEVELOPER agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. 7401, *et seq.*;

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

Section 6: Records and Reports

A. Records

DEVELOPER authorizes the PJ and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this AGREEMENT and applicable HUD regulations. DEVELOPER will ensure that all documents related to this Project shall be kept for a period of five (5) years after project's affordability period has been completed (estimated at 2039). Records to be retained include but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbursement of expenses.

DEVELOPER shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the labor requirements of 24 CFR 92.354; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the PJ to assure a proper accounting and monitoring of all HOME Funds. In the event the PJ determines that such records are not being adequately maintained by DEVELOPER, the PJ may cancel this AGREEMENT in accordance with Article I Section 7 and Article II herein.

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

The DEVELOPER shall retain all records and supporting documentation applicable to this AGREEMENT for the most recent five (5) year period, except as provided below:

- (a) For homeownership housing projects, records shall be retained for ten (10) years after the project completion date, except for documents imposing recapture

provisions, which must be retained for five (5) years after the affordability period terminates.

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

B. Reports

The Developer must submit quarterly reports no more than ten (10) days after the end of each quarter. The following table lists the end of the quarter and the corresponding quarterly report due date:

Quarter	Period	Due Date
1st	January 1 – March 31	April 10
2nd	April 1 – June 30	July 10
3rd	July 1 – September 30	October 10
4th	October 1 – December 31	January 10
5th	January 1 – March 31	April 10
6th	April 1 – June 30	July 10
7th	July 1 – September 30	October 10
8th	October 1 – December 31	January 10

The quarterly reports shall be submitted by the DEVELOPER quarterly until the final house has been constructed and transferred to the homebuyer. A sample is attached as Exhibit G.

Section 7: Enforcing of Agreement

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

- (a) Direct the DEVELOPER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.
- (b) Direct the DEVELOPER to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.

- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities.
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the DEVELOPER to reimburse the PJ's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

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

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

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

Section 8: Request for Disbursement of Funds

DEVELOPER shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the PROGRAM. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation such as a sales contract, invoice, completed property maintenance inspection report, and performance-progress reports, and settlement statements from HOMEBUYER mortgage closings. The PJ shall make payment to DEVELOPER within fourteen (14) calendar days of receipt of a complete and acceptable request by the PJ. The PJ reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Habitat for Humanity of Champaign County". All monies granted to DEVELOPER pursuant to this AGREEMENT shall be expended by **December 31, 2026.**

Further, no payments shall be released to DEVELOPER prior to the PJ receiving environmental clearance from the Illinois Historic Preservation Agency stating no historical significance has been identified at the properties being developed with HOME Program funds and a flood plain map has been reviewed to prove the property is not located within a floodplain. PJ will be responsible for obtaining the necessary environmental clearance documentation.

Section 9: Duration of Agreement

This AGREEMENT shall be effective as of the date executed by the Mayor and attested by the City Clerk and shall remain in effect until the latest of the following dates or events: **ten (10) years after the closing date of the project in the federal Integrated Disbursement & Information System (IDIS), which is the date that a request to destroy confidential client information will be considered by the City of Urbana;** the date that any ongoing investigation is formally concluded in writing regarding the project described herein by the United States Department of Housing and Urban Development or any of its agents.

Section 10: Conditions for Religious Organizations

The DEVELOPER ensures that HOME Program funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of this 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

Section 11: CHDO Provisions

CHDO has been certified by the CONSORTIUM and has been found to be in compliance with the composition of a CHDO under the HOME Requirements. The CHDO agrees to maintain their CHDO status for the duration of the AGREEMENT.

CHDO may retain any and all proceeds resulting from this HOME investment. Proceeds are to be used as specified under ARTICLE XIII of this AGREEMENT.

ARTICLE II: COMPLIANCE WITH VISITABILITY STANDARDS

Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana and the City of Champaign shall incorporate applicable visitability for the jurisdiction in which the project is located.

ARTICLE III: FINANCIAL RESPONSIBILITY

The allocation of funds by the PJ pursuant to this AGREEMENT shall in no way obligate the PJ for any financial responsibility incurred by the PROGRAM in excess of the funding pledged herein. The PJ reserves the right to withhold pledged funds if the PJ is not satisfied with the

DEVELOPER'S compliance with the terms and conditions of performance outlined in this AGREEMENT.

ARTICLE IV: CERTIFICATIONS

DEVELOPER represents the following with respect to this AGREEMENT.

- A. DEVELOPER possesses legal authority to receive HOME Program funds from the PJ and to execute the PROGRAM as described herein.
- B. The governing body of DEVELOPER has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this AGREEMENT including all understandings and assurances contained herein and directing and designating the authorized representative of DEVELOPER to act in connection with this AGREEMENT and to provide such additional information as may be required.
- C. DEVELOPER, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. DEVELOPER, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), hereinafter referred to as "Section 3", which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the PROGRAM shall be given to low-income residents of the Cities of Champaign, Urbana or Unincorporated Champaign County and that contracts in connection with the PROGRAM be awarded to business concerns located in or owned in substantial part by persons residing in the Cities of Champaign, Urbana or Unincorporated Champaign County. DEVELOPER agrees to comply with provisions of said Section 3 and the regulations as issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued there under. DEVELOPER certifies and agrees that it is under no contractual or other disability that would prevent DEVELOPER from complying with these requirements. DEVELOPER'S responsibility to comply with Section 3 regulations includes the following:
 - 1. Including in each subcontract in excess of \$100,000 a requirement that the subcontractor comply with Section 3.
 - 2. Sending each labor organization or representative of workers with which DEVELOPER has a collective bargaining agreement or other understanding a notice of the DEVELOPER commitment under Section 3.
 - 3. Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.

4. Refraining from allowing a subcontractor to postpone filling any vacant employment and training positions after the subcontractor is selected but before the contract with the subcontractor is executed for the purpose of circumventing obligations under Section 3.
 5. Refraining from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 6. Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 7. Directing efforts to employ and train Section 3 residents in the order of priority.
 8. Documenting actions taken to comply with Section 3 requirements.
 9. Submitting required Section 3 reports.
- E. DEVELOPER agrees to give maximum feasible priority to very low-income persons when administering the PROGRAM described herein.
- F. DEVELOPER acknowledges it shall match HOME Program funds disbursed by the PJ and pursuant to this AGREEMENT in the amount of \$37,500 in non-federal funds as defined in 24 CFR Part 92.220.
- G. DEVELOPER shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROGRAM. DEVELOPER agrees to maintain financial records in accordance with applicable Federal guidelines; these include but are not limited to, the regulations stipulated at 2 CFR 200 and further elaborated upon in Attachment 9.
- H. DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which DEVELOPER receives federal financial assistance.
- I. DEVELOPER shall comply with Executive Order 11246, and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. DEVELOPER shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a

desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of DEVELOPER, to any person for influencing or attempting to influence an officer or employee of any agency including the PJ, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

employees, representatives, subcontractors, and agents may in no respect be considered employees of the PJ.

- P. DEVELOPER agrees that, to the greatest extent feasible, all construction-related expenditures made for the PROGRAM shall be made to City of Champaign, Urbana and Unincorporated Champaign County firms or individuals.

ARTICLE V: PROHIBITION AGAINST LOBBYING

PROJECT SPONSOR acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, PROJECT SPONSOR acknowledges that no PROJECT SPONSOR employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term “lobbying activities” shall include the following.

- A. Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- B. Sponsorship of candidate forums
- C. Sponsorship of voter registration drives
- D. Provision of transportation to polling places
- E. Contributing financially to elected or appointed public officials in an attempt to influence legislation
- F. Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

ARTICLE VI: NOTICES

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

TO THE PJ:	City of Urbana Grants Division Attn: Manager 400 South Vine Street Urbana, Illinois 61801

TO THE DEVELOPER: Habitat for Humanity of Champaign County
 Attn: Executive Director
 1914 Glenn Park Dr
 Champaign, IL 61821

ARTICLE VII: CONTINGENCIES

This AGREEMENT, including the provision of funds by the PJ for the PROJECT as described herein, is contingent upon the PJ'S receipt of HOME Investment Partnerships Program funds from the Department of Housing and Urban Development. If the CHDO project and/or operating funds are discontinued or reduced by HUD for any reason, the PJ's payments to the DEVELOPER may cease or be reduced without advance notice to the DEVELOPER, and the PJ will not be liable for any damages as a result of such discontinuance or reduction of grant funds. This AGREEMENT is also contingent upon signing of the PJ and the DEVELOPER.

ARTICLE VIII: ASSIGNMENT

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

ARTICLE IX: MODIFICATION

No modification of this AGREEMENT, including modification of the PROGRAM budget in "Attachment 3", shall be effective unless in writing and executed by the parties hereto.

ARTICLE X: EXECUTION OF AGREEMENT

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

ARTICLE XI: PROJECT PUBLICITY

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

ARTICLE XII: MONITORING AND EVALUATING

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

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

During the period of affordability, the PJ shall perform on-site inspections to ensure units are the principal residence of the homebuyers and they are maintained to minimum property standards as determined by the code requirements as adopted by the local jurisdiction the Project is located in.

ARTICLE XIII: PROGRAM INCOME

DEVELOPER shall retain any proceeds from the sale of the property in the form of principal and interest on any mortgage issued through the sale, late payment fees, or any other income earned as a result of this PROJECT. Proceeds earned shall be used for expenses related to the furthering of affordable housing in the form of hard and soft costs associated with housing construction, provision of educational services related to homeownership, and operating expenses associated with carrying out affordable housing activities, which includes, but is not limited to: staff salaries, rent and utilities, taxes, marketing, etc. Furthermore, affordable housing initiatives undertaken with the support of proceeds from this PROJECT need not conform to the HOME regulations found at 24 CFR Part 92.

ARTICLE XIV: INDEMNIFICATION

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

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

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

[Signatures on following page]

PJ:

**HABITAT FOR HUMANITY OF
CHAMPAIGN COUNTY:**

Diane Wolfe Marlin, Mayor

Signature

Date

Date

Attest

Section 12. Exhibits

Exhibit A	CHDO Operating Budget
Exhibit B	CHDO Project Budget/ Financial Projections per Property
Exhibit C	Project Schedule
Exhibit D	Certification of Federal Assistance
Exhibit E	Notice (the State of Illinois Prevailing Wage Act)
Exhibit F	Affordable Homeownership Program Packet (Mortgage, Note, Land Use Restriction Agreement)
Exhibit G	Quarterly Report Form
Exhibit H	Disclosure to Report Lobbying Activity
Exhibit I	MBE/WBE Report
Exhibit J	Statement of Special Conditions and Compliance with Uniform Administrative Requirements

Exhibit A
CHDO Operating Budget

Eligible Operating Expenses:

- Salaries, wages, benefits, and other employee compensation.
- Employee education, training, and travel.
- Rent and utilities.
- Communication costs.
- Taxes and insurance.
- Equipment, materials, and supplies.

CHDO Operating Budget:

Eligible Expense:	Amount:
Wages & salaries	\$26,000
Total:	\$26,000

Exhibit B
CHDO Project Budget

Item F3.

*PRO FORMA -
SOURCES AND USES OF FUNDS*

**HABITAT AFFORDABLE
HOMEOWNERSHIP PROGRAM**

2005 Cypress

SOURCES OF FUNDS - Development & Mortgage Financing

SUBSIDIES

Habitat Fund for Humanity	\$25,000
HOME CHDO Developer	
Subsidy	\$37,500
Homebuyer Downpayment	\$4,000
Private Donations	\$15,000
In Kind Donations	\$13,500
HACC	\$60,000
Down Payment Assistance (IHDA & FHLB)	\$30,000
Homebuyer Mortgage Payments 5 years	\$20,000

SOURCES OF FUNDS

\$205,000

USES OF FUNDS

Property	\$10,000
Maintenance	\$2,000

\$12,000

LAND DEVELOPMENT

Site Prep	\$30,000
Sanitary Sewer	\$2,500
Site Improvement	\$7,700
Storage Shed	\$0
Landscaping	\$6,500

\$46,700

CONSTRUCTION

Buildings	\$137,500
Change Orders	\$0

\$137,500

PROFESSIONAL FEES

	\$2,500
Architect	0
Engineering and Survey	\$0
Developer Fee	\$0
Legal Fees	\$1,800
Appraisal	0
Permits	\$500
	\$2,000

\$6,800

FINANCING

Construction Loan Fees	\$0
Closing Costs for Seller	\$2,000
	0

\$2,000

PRO FORMA

-

SOURCES AND USES OF FUNDS

HABITAT AFFORDABLE
HOMEOWNERSHIP PROGRAM912 N
Gregory

SOURCES OF FUNDS - Development & Mortgage Financing

SUBSIDIES

Habitat Fund for Humanity	\$25,000	
HOME CHDO Developer Subsidy	\$37,500	
Homebuyer Downpayment	\$4,000	\$20,000
Private Donations	\$8,500	
In Kind Donations	\$60,000	
Kulas Foundation		
Down Payment Assistance (IHDA & FHLB)	\$30,000	
Homebuyer Mortgage Payments 5 years	\$20,000	

SOURCES OF FUNDS

\$205,000
0

USES OF FUNDS

Property	\$2,000	
Maintenance	0	\$10,000

\$12,000

LAND DEVELOPMENT

\$30,000

Site Prep	\$2,500
Sanitary Sewer Site Improvement	\$7,700
Storage Shed	\$0
Landscaping	\$6,500

\$46,700

CONSTRUCTION

\$137,500

Buildings	\$0
Change Orders	

PROFESSIONAL FEES

Architect	\$2,500
Engineering and Survey	0
Developer Fee	\$0
Legal Fees	\$1,800
Appraisal	0
Permits	\$500
	\$2,000
	0
	\$6,800

FINANCING

Construction Loan Fees	\$0
Closing Costs for Seller	\$2,000
	0
	\$2,000

\$137,500

**PRO FORMA -
SOURCES AND USES OF FUNDS**

**HABITAT AFFORDABLE
HOMEOWNERSHIP PROGRAM**

203 E Hill

SOURCES OF FUNDS - Development & Mortgage Financing

SUBSIDIES

Habitat Fund for Humanity	\$25,000
HOME CHDO Developer Subsidy	\$37,500
Homebuyer Downpayment	\$4,000
Private Donations	\$23,500
In Kind Donations	\$5,000
England Foundation	\$60,000
Down Payment Assistance (IHDA & FHLB)	\$30,000
Homebuyer Mortgage Payments 5 years	\$20,000

SOURCES OF FUNDS

\$205,000

USES OF FUNDS

Property	\$10,000
Maintenance	\$2,000

\$12,000

LAND DEVELOPMENT

Site Prep	\$30,000
Sanitary Sewer	\$2,500
Site Improvement	\$7,700
Storage Shed	\$0
Landscaping	\$6,500

\$46,700

CONSTRUCTION

Buildings	\$137,500
Change Orders	\$0

\$137,500

PROFESSIONAL FEES

Architect	\$2,500
Engineering and Survey	\$0
Developer Fee	\$0
Legal Fees	\$1,800
Appraisal	\$500
Permits	\$2,000

\$6,800

FINANCING

Construction Loan Fees	\$0
Closing Costs for Seller	\$2,000

\$2,000

*PRO FORMA -
SOURCES AND USES OF FUNDS*

HABITAT AFFORDABLE
HOMEOWNERSHIP PROGRAM

1432 Holly
Hill

SOURCES OF FUNDS - Development & Mortgage Financing

SUBSIDIES

Habitat Fund for Humanity	\$25,000
HOME CHDO Developer Subsidy	\$37,500
Homebuyer Downpayment	\$4,000
Private Donations	\$15,000
In Kind Donations	\$13,500
Yahoo Foundation	\$30,000
U of I Student Chapter	\$30,000
Down Payment Assistance (IHDA & FHLB)	\$30,000
Homebuyer Mortgage Payments 5 years	\$20,000

SOURCES OF FUNDS

\$205,000
0

USES OF FUNDS

Property	\$10,000
Maintenance	\$2,000

\$12,000

LAND DEVELOPMENT

Site Prep	\$30,000
Sanitary Sewer	\$2,500
Site Improvement	\$7,700
Storage Shed	\$0
Landscaping	\$6,500

\$46,700

CONSTRUCTION

	\$137,500
Buildings	0
Change Orders	\$0

\$137,500

PROFESSIONAL FEES

	\$2,500
Architect	0
Engineering and Survey	\$0
Developer Fee	\$0
	\$1,800
Legal Fees	0
Appraisal	\$500
	\$2,000
Permits	0

\$6,800

FINANCING

Construction Loan Fees	\$0
	\$2,000
Closing Costs for Seller	0

\$2,000

Exhibit C
Project Schedule

912 Gregory

TASK NAME	START DATE	END DATE	COMMENTS
Construction	Spring 2025	Fall 2025	
Family move in		Fall 2025	
Closing		Winter 2025	

2005 Cypress

TASK NAME	START DATE	END DATE	COMMENTS
Construction	Spring 2025	Fall 2025	
Family move in		Fall 2025	
Closing		Winter 2025	

203 E Hill

TASK NAME	START DATE	END DATE	COMMENTS
Construction	Fall 2025	Spring 2026	
Family move in		Spring 2026	
Closing		Summer 2026	

1432 Holly Hill

TASK NAME	START DATE	END DATE	COMMENTS
Construction	Fall 2025	Spring 2026	
Family move in		Spring 2026	
Closing		Summer 2026	

Exhibit D

Urbana HOME Consortium
Certification of Federal Assistance



Rev. 9/11/2024

Project name/address: _____

Project type: _____

The Urbana HOME Consortium Subrecipient/Developer/CHDO certifies that:
(Select one of the following)

At the time of application for HOME funds, the above-named project is supported with other federal funds:

Amount: _____ Source: _____

Amount: _____ Source: _____

Amount: _____ Source: _____

**Additional items should be added as an attachment.*

At the time of application for HOME funds, the above-named project is not supported with any other federal funds. **Should the applicant seek other federal funds in the future, the Urbana HOME Consortium will be notified promptly of the sources and uses of the funds.**

Signature of Authorized Official

Title

Date

Exhibit E
State of Illinois Prevailing Wage Act

Notice

The Illinois State Prevailing Wage Act (820 ILCS 130/0.01 et seq.) provides in part as follows: "Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for a legal, holiday and overtime work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction of public works." (820 ILCS 130/3, quoted in part).

The Act defines a public body as follows: "'Public body' means the state or any officer, board or commissioner of the state or any political subdivision or department thereof, or any institution supported in whole or part by public funds, authorized by law to construct public works . . ." (820 ILCS 130/2, quoted in part).

The Department of Labor has recently applied this provision to a not-for-profit corporation, indicating that it was the opinion of the Department that the not-for-profit, because of its State funding, was considered a public body for the purposes of the Prevailing Wage Act. You are encouraged to contact the Department of Labor for its guidance with respect to whether or not it considers your organization a "public body" under the Act for the purposes of the Prevailing Wage Act. If the Prevailing Wage Act applies, you are required to compensate all workers on the project, including volunteers, for work done on the project.

Since, by the terms of this agreement you are required to follow all local, State and Federal laws, if the State Prevailing Wage Act is applicable to your organization, then you are required to comply with the Act by the terms of this contract."

DEVELOPER: DEVELOPER

Signed by: _____

Title: _____ Date: _____

Exhibit F

Affordable Homeownership Program Packet
(Mortgage, Note, Land Use Restriction Agreement)

**URBANA HOME CONSORTIUM
HOMEBUYER ASSISTANCE
DEVELOPER Affordable Homeownership Program**

MORTGAGE

THIS MORTGAGE ("Mortgage") is given on < Date,
, by <Borrower Name> (the "Borrower")
to the City of Urbana, Illinois, a unit of local government having its
principal offices at 400 South Vine Street, Urbana, Illinois 61801,
acting as the lead entity for the Urbana HOME Consortium (the "PJ").
Borrower conditionally owes the PJ a maximum amount of
and no /100 [\$]. This debt is evidenced by Borrower's
promissory note (the "Note") dated the same date as this Mortgage, a
copy of which is attached hereto as Exhibit "A", which provides for a
ten year (10) term, hereinafter referred to as the "Affordability Period,"
commencing on the date that this activity is marked as "Complete" on
the U.S. Department of Housing and Urban Development's Integrated
Disbursement and Information System.

This Mortgage secures to the PJ: (a) all repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums advanced by the PJ pursuant to paragraph 7 of this Mortgage to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note.

For these purposes, Borrower hereby mortgages, grants and conveys to the PJ, its successors and assigns, the real property described as:

Legal Description: <INSERT FULL LEGAL DESCRIPTION>;
Common address: < INSERT FULL ADDRESS HERE > ;
PIN: < PARCEL IDENTIFICATION NUMBER >;

located in the County of Champaign, State of Illinois, together with (a) all the improvements now or hereafter erected on the property and all easements, rights and appurtenances thereto; (b) all leases and licenses with respect to the property; (c) all rents, royalties and profits thereof; and (d) all fixtures and equipment now or hereafter in or on the property. All replacements and additions shall also be covered by this Mortgage. The real property referenced above and all of the other property subject to this mortgage is hereinafter referred to collectively in this Mortgage as the "Property".

Borrower covenants that Borrower is the lawful owner of the Property conveyed by this Mortgage and has the full right and power to mortgage, grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record described in Exhibit "B"

hereto acceptable to the PJ (the “Permitted Encumbrances”). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any Permitted Encumbrances.

Borrower covenants to the PJ as follows:

1. **Payment Under the Note.** Borrower agrees to promptly pay when due any amounts required to be paid by the Note.
 2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the PJ under paragraph 1 will be applied to principal due under the Note.
 3. **Charges and Liens.** Borrower will pay all taxes, assessments, charges and fines attributable to the Property which may attain priority over this Mortgage. Borrower will pay these obligations on time directly to the person to whom payment is owed.
- Borrower will promptly discharge any lien which may attain priority over this Mortgage unless Borrower: (a) agrees in writing to pay the obligation secured by the lien in a manner acceptable to the PJ; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which, in the PJ’s opinion, operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to the PJ subordinating the lien to this Mortgage. If the PJ determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, the PJ may give Borrower a notice identifying the lien. Borrower will satisfy the lien or take one or more of the actions set forth above within ten (10) days of the PJ’s giving of such notice.
4. **Hazard Insurance.** Borrower will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term “extended coverage”, and any other hazards for which the PJ requires insurance. All policies of insurance hereunder will be from such companies and in such form and amounts as may be satisfactory to the PJ, will name the PJ as a loss payee and will include a provision requiring 30 days advance written notice to the PJ prior to the termination or modification of such policy.

All insurance policies and renewals must be acceptable to the PJ and must include a standard mortgage clause. The PJ may hold the policies and renewals and, if the PJ requires, Borrower will promptly give to the PJ all receipts of paid premiums and renewal notices. Upon the occurrence of a loss covered by insurance, Borrower will give prompt notice to the insurance carrier and the PJ. The PJ may make proof of loss if not made promptly by Borrower.

Insurance proceeds will be applied to restoration or repair of the Property damaged if the PJ determines that the restoration or repair is economically feasible and the PJ’s security is not lessened by such restoration or repair. In such event, the PJ has the right to collect and hold the insurance proceeds and make the proceeds available to Borrower from time to time for the payment of the cost and expense of repair and restoration upon receipt of satisfactory evidence that such cost or expense has been incurred. If the PJ determines that the restoration or repair is not economically feasible or the PJ’s security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from the PJ that the insurance carrier has offered to settle a claim, then the PJ may settle the claim with the insurance carrier and

collect the insurance proceeds from the insurance carrier and may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

If under paragraph 19 the Property is acquired by the PJ, Borrower's right to any insurance policies and all insurance proceeds resulting from damage to the Property prior to the PJ's acquisition shall pass to the PJ to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. **Preservation and Maintenance of Property.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower shall cause the Property to comply with all local codes, ordinances, zoning ordinances, the Model Energy Code and the United States Department of Housing and Urban Development's ("HUD") Section 8 Housing Quality Standards, as set forth in Section 370.601 of the Rules.

6. **Occupancy and Resale Restrictions.** Borrower covenants that during the Affordability Period, the property shall be occupied and maintained as the principal residence of the Borrower.

Any sale or use of the Property for a purpose other than the principal residence of the Borrower within the Affordability Period, shall be considered a default of this agreement, and shall initiate repayment of the loan as required by the Note.

In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Property, the PJ shall have the right, but not the obligation, to acquire the Property prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in 24 CFR Part 92.254 (a)(4) of the Regulations.

7. **Protection of the PJ's Rights in the Property: Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Mortgage or there is a legal proceeding that might significantly affect the PJ's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then the PJ may do and pay for whatever is necessary to protect the value of the Property and the PJ's rights in the Property. The PJ's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the PJ may take action under this paragraph 7, the PJ does not have to do so. Any amount disbursed by the PJ under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage.

8. **Inspection.** The PJ or its agents may make reasonable entries upon and inspections of the Property. The PJ shall give Borrower notice prior to the time of an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the PJ and shall be applied to the sums secured by this Mortgage as if the Note had been prepaid on the date the condemnation award is approved, whether or not then due, with any excess paid to Borrower. If the Property is abandoned by Borrower or if, after notice by the PJ to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to the PJ within 30

days after the date the notice is given, the PJ is authorized to accept such award or settlement and to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

10. **Borrower Not Released; Forbearance Not a Waiver.** Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by the PJ to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower' successors in interest. The PJ shall not be required to commence proceedings against any successor in interest and may refuse to extend time for payment or otherwise modify payment of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower' successors in interest. Any forbearance by the PJ in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the PJ and Borrower and shall be covenants running with, binding and burdening the Property, subject to the provisions of paragraphs 17 and 21.

12. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The PJ may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Notwithstanding anything to the contrary set forth in this paragraph 12, no interest or prepayment charge is payable under the Note.

13. **Legislation Affecting the PJ's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, the PJ, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19. If the PJ exercises this option, the PJ shall take the steps specified in paragraph 19.

14. **Notices.** Any notices, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) overnight courier; or (b) registered or certified United States mail, postage prepaid, return receipt requested.

The Borrower:

<Borrower name>

<Address >

<Contact Number>

The PJ:

Urbana HOME Consortium

C/O City of Urbana – Administrative Agent

ATTN: Grants Management Division Manager

400 S. Vine Street

Urbana, IL 61801

217-384-2447

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the State of Illinois (without giving effect to Illinois choice of law principles). In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Note, as the case may be, which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Mortgage.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** In the event of (a) a default by Borrower, beyond any applicable cure period, of its obligations under the Note or this Mortgage, or (b) a sale, conveyance or other transfer of the Property for consideration, excluding, however, if Borrower are individuals, any sale, conveyance or transfer to a spouse upon a dissolution of marriage, or to a surviving spouse upon the death of a Borrower, then Borrower shall repay to the PJ the Loan, or such portion of the Loan as may be due and payable under the terms of the Note.

Upon the occurrence of either of the foregoing events, the PJ shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums required by this paragraph 17. If Borrower fails to pay these sums prior to the expiration of this period, the PJ may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower will have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (w) pays the PJ all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (x) cures any default of any other covenants or agreements; (y) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (z) takes such action as the PJ may reasonably require to assure that the lien of this Mortgage, the PJ's rights in the Property and Borrower's obligations to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. **Acceleration; Remedies.** Prior to any acceleration of the amounts owed to the PJ under the Note or this Mortgage (other than an acceleration under paragraphs 13 and 17 unless applicable law provides otherwise) the PJ shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Mortgage (the "Default"). The notice shall specify: (a)

the Default; (b) the action required to cure the Default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the Default must be cured; and (d) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert, in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the Default is not cured on or before the date specified in the notice, the PJ at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. The PJ shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, and such sums shall be immediately due and payable and shall be secured by this Mortgage. Upon any sale of the Property made by virtue of judicial proceedings or a decree of foreclosure and sale, the PJ may bid for and acquire the Property and in lieu of paying cash therefore may make settlement for the purchase price by crediting upon Borrower' indebtedness secured by this Mortgage, the sale price, after first deducting from the sale price the expenses of the sale and the cost of the foreclosure. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses of the foreclosure proceedings; second, to repayment of the indebtedness of Borrower secured by this Mortgage; and third, any excess to Borrower, its successors and assigns.

20. **Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, the PJ (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by the PJ or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

21. **Release.** Upon the expiration of the Affordability Period, the PJ shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of Homestead Exemption in the Property, as described in 735 ILCS 5/12-901. The Borrower reserves the right, however, to seek a reduced assessment based on Homestead under 30 ILCS 200/16-80.

23. **Filing and Recording Fees.** Borrower shall pay all title insurance premiums, escrow charges, filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and performance of this Mortgage.

By signing below, Borrower accepts and agrees to be bound by the terms and covenants in this Mortgage.

Borrower – < Name >

Approved:

City of Urbana, IL

DEVELOPER

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ≤ Borrower Name
≥ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their
free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, _____

Notary Public

EXHIBIT “A” (to mortgage)**PROMISSORY NOTE**

U.S. \$ _____

FOR VALUE RECEIVED, the undersigned, <Borrower Name >, (“Borrower”) covenants and promise(s) to pay to the order of the City of Urbana (the “Payee”), a unit of local government, the principal sum of _____ and 00/100 Dollars (\$ _____), with interest in the amount of zero percent (0%) (“HOME Investment”).

If, during the Affordability Period, as defined in the Mortgage, the subject property is sold, then the City shall receive a portion of the Deferred Loan (as herein below as outlined) from the Net Proceeds. The portion of Deferred Loan received by the City from the Net Proceeds is based upon the proration of the remaining years of the HOME Affordability Period at the time of a sale, conveyance or other transfer of the Residence, excluding those Permitted Transfers described in clause ii. The table below describes the portion of the Deferred Loan the City will receive from the Net Proceeds.

Sale occurs within:	1 st Year of 10 Year Period	2 nd Year of 10 Year Period	3 rd Year of 10 Year Period	4 th Year of 10 Year Period	5 th Year of 10 Year Period
Portion of Grant Received	90% (<i>Max Amount to be recaptured: \$xxx</i>)	80% (<i>Max. Amount to be Recaptured: \$xxx</i>)	70% (<i>Max. Amount to be Recaptured: \$xxx</i>)	60% (<i>Max. Amount to be Recaptured: \$xxx</i>)	50% (<i>Max. Amount to be Recaptured: \$xxx</i>)

Sale occurs within:	6 th Year of 10 Year Period	7 th Year of 10 Year Period	8 th Year of 10 Year Period	9 th Year of 10 Year Period	Year of 10 Year Period
Portion of Grant Received	40% (<i>Max Amount to be recaptured: \$xxx</i>)	30% (<i>Max. Amount to be Recaptured: \$xxx</i>)	20% (<i>Max. Amount to be Recaptured: \$xxx</i>)	10% (<i>Max. Amount to be Recaptured: \$xxx</i>)	0% (<i>Max. Amount to be Recaptured: \$xxx</i>)

For the purposes of this Note, the net proceeds are defined as the sale price minus:

- (a) (Sale in other than foreclosure proceeding) the amount of the loan repayment, other than the HOME Investment, the verified cost of any capital improvements made by the Borrower since purchase and reasonable closing costs, or
- (b) (Sale in foreclosure proceeding) the amount stated to be “surplus funds” as indicated in the “Report of Sale” filed with the Court.

The amount due shall not exceed the total amount of the original HOME investment. The period from the date of this Promissory Note to the date that is ten (10) years after the date of the execution of the sales contract for the property between Buyer and DEVELOPER which is referred to herein as the “Affordability Period”. This note will be forgiven in its full amount upon expiration of the Affordability Period.

Borrower agrees to repay to the Payee, and the Payee shall have the right to accelerate payment of, the outstanding principal balance upon the earliest to occur, within the Affordability Period, of the following:

- (i) a default by the Borrower, beyond any applicable cure period, under the Mortgage or any other document evidencing or securing the Loan; or
- (ii) the sale, conveyance or transfer of ownership of the Property, provided, however, that if the Borrower is an individual, that no transfer to a spouse upon a dissolution of a marriage or to a surviving spouse upon the death of Borrower, as the case may be, shall be deemed to be a sale, conveyance or transfer for purposes of this subparagraph.

The Payee may exercise the foregoing right to accelerate, regardless of any prior forbearance, in accordance with the terms of the Mortgage. If suit is brought to collect the sums due under this Note, the Payee shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorneys' fees.

Presentment, notice of dishonor and protest are hereby waived by all Borrower, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all Borrowers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns. Any subsequent holder of this Note shall have the same rights under this Note as Payee.

Any notice to Borrower provided for in this Note shall be given as set forth in Paragraph 14 of the Mortgage securing payment of this Note.

This Note is governed by the Mortgage securing the same executed on the same date as this Note and evidences money borrowed by Borrower for the Property.

Property Address: < Insert address , City, State >

Borrower – < Borrower Name >

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ≤Borrower Name> personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT “B” (to mortgage)

PERMITTED ENCUMBRANCES:

First mortgage in the amount of \$ <Amount of First Mortgage> with < Insert Name of First Mortgage Holder>.

Prepared by and return to:

City of Urbana -Grants Division
Attn: Manager
400 South Vine Street
Urbana, Illinois 61801
(217) 384-2447

Land Use Restriction Agreement

This instrument was prepared by:

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

After recording, return to:

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

Attn: Breaden Belcher, Manager

REGULATORY AND LAND USE RESTRICTION AGREEMENT

This Regulatory and Land Use Restriction Agreement (“Regulatory Agreement”) is made between **[DEVELOPER]** an Illinois limited partnership (“Borrower”), and the **City of Urbana**, an Illinois municipal corporation (“City”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

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

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

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

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

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

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

Therefore, the parties agree as follows.

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

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

- A. [Number of units] will be subject to the HOME regulations as Low HOME Rent units. A total of fifteen (X) units will be reserved for families at thirty percent (30%) of AMI; twenty-one (X) will be reserved for those at fifty percent (50%) of AMI; twenty-four (X) will be reserved for those at sixty percent (60%) of AMI; and one will be a manager-occupied unit.
- B. In the advertising, marketing, rental of the City HOME Units, and the selection of tenants for the Project, the Borrower shall abide by the terms and conditions of the Tenant Selection Plan executed by the Borrower and approved by the City, the Affirmative Fair Housing Marketing Plan executed by the Borrower and approved by the City, the Project Agreement (as such documents may be amended from time to time with the prior written consent of the City), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of the City.
- C. The Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, unfavorable military discharge, ancestry, disability, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the Regulations (24 C.F.R. §§ 92.350 and 351, as amended) and all other provisions of federal, state and local law relative to non-discrimination.

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

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

4. Program Requirements. The Borrower further covenants, represents and warrants to the City as follows:

- A. Flood Insurance. If required by the City, the Borrower shall procure flood insurance satisfactory to the City if the Project is located in a 100-year flood plain.
- B. Scope of Work. The only work to be done in connection with the Project will be that described in the Project Agreement.
- C. Insurance Proceeds. If the Borrower receives insurance proceeds for any damage or destruction to the Real Estate occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, in accordance with the provisions set forth in the Mortgage.
- D. Cooperation and Project Design. The Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. The Borrower shall design and construct the Project in conformity with (i) applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the City), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of the City provided to the Borrower in writing.
- E. Furnishing Records, Reports, and Information. At the request of the City, the Borrower shall furnish (i) such records and information as required by the City in connection with the maintenance, occupancy, and physical condition of the Real Estate; and (ii) such reports, projections, certifications, budgets, financial reports, operating reports, tax returns, and analyses as required pursuant to the Regulations and any other applicable statutes, rules, and regulations.
- F. Audit. The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to the Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of the Borrower by the City or its agents or representatives at any time during regular business hours as the City reasonably requires.

5. Violation of Agreement by Borrower.

- A. Upon violation of any of the provisions of this Regulatory Agreement by the Borrower, the City shall give written notice thereof to the Borrower in the manner provided in paragraph 14 hereof. If such violation is not corrected to the satisfaction of the City within 30 days after the date such notice is mailed, or within such further time as the City in its sole discretion permits (but if such default is of a nature that it cannot be

cured within such 30 day period, then so long as the Borrower commences to cure within such 30 day period and diligently pursues such cure to completion within a reasonable period not to exceed 120 days from the date of such notice, such violation shall not be considered to be a default (“Default”), or if any Default or event of Default under any other Loan Document is not cured within any applicable grace, cure, or notice period set forth therein, then the City may declare a Default under this Regulatory Agreement, effective on the date of such declaration of Default and notice thereof to Borrower, and upon such Default the City may undertake any or all of the following:

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

- B. Because the injury to the City arising from a Default under any of the terms of this Regulatory Agreement would be irreparable and the number of damages would be difficult to ascertain, the Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, the City’s remedies at law would be inadequate to assure the City’s public purpose under the HOME Act.

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

right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

7. Termination of Liabilities.

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

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

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

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

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

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

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

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

13. Capitalized terms, Plurals, Gender and Captions. Capitalized terms used in this Regulatory Agreement and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the Regulations. The use of the plural herein shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders. The captions used in this

Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

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

Habitat for Humanity of Champaign County

Chad Hoffman
Executive Director
1914 Glenn Park Dr
Champaign, IL 61821
Director@cuhabitat.org

City of Urbana:

Breaden Belcher
Grants Division Manager
400 S Vine St
Urbana, IL 61801
Breaden.Belcher@urbanaIL.gov

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

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

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

18. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of the Borrower and neither

the Borrower nor any general or limited partner of the Borrower or their respective successors or assigns, nor any related or unrelated party, shall have any personal liability for repayment of said indebtedness or any other amounts evidence or secured by the Loan Documents, the sole recourse of the City or any subsequent holder of the Note being the exercise of its rights against the Project and any other collateral under the Loan Documents, including without limitation (a) the Project and the rents issues, profits and income therefrom, (b) any funds or property held pursuant to any of the Loan Documents, and (c) insurance proceeds and condemnation awards paid or payable relative to the Project.

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

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

[Signature pages follow]

The parties are signing this agreement on the dates indicated beside their
signatures. HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY

By: _____
Name: _____ Dated _____
Title: _____

CITY OF URBANA, ILLINOIS

By: _____
Breaden Belcher _____ Dated _____
Grants Division Manager

[ADD NOTARY]

Exhibit G
Urbana HOME Consortium
CHDO Quarterly Reporting Form

Quarter: _____

Completed by: _____ Date: _____

I. Property & Planning

Site Preparation Status:
 IN PROGRESS Date: _____

COMPLETE Date: _____

If not complete, explain how this goal is being accomplished:

II. Design Documents:

Development Completion Date: _____

Review Completion Date: _____

Approved By Building Safety Date: _____

Permit Issued Date: _____

Have there been changes to the design documents?

III. Homebuyer Outreach

Outreach: List the agencies and/or activities which you have undertaken this month toward the goal of identifying homebuyers:

Potential Homebuyers Identified: _____

Income Verification Process for Potential Homebuyer

In Progress: _____

Not Approved: _____ Reason: _____

Approved: _____ Income at _____ %MFI

Approval by Financial Institution Lender

In Progress: _____

Not Approved: _____ Reason: _____

Approved: _____

IV. Contractor/Construction

Bidding Process:

Trade	BID ANNOUNCED	# BIDS RECEIVED	BIDS OPENED/ REVIEWED	BID ACCEPTED	CONTRACT SIGNED

CONTRACTOR	Name Address Phone #	Permit Issued	Start Date	Schedule # days to complete	Status In Progress / Delayed, etc.	Final Inspection	Complete
General							
Foundation/ Concrete							
Structural							
Plumbing							
Electrical							
Mechanical							
Insulation							
Drywall							

V. Overall Project Progress

Is the project proceeding according to the Projected Schedule of Activities submitted? _____

If not, please explain.

Is the project staying within the budget established?

VI. NOTES MISC

Exhibit H
Sample Standard Form –LLL, Disclosure Form to Report Lobbying

Item F3.

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Exhibit I
MBE-WBE Report
Contract and Subcontract Activity

U.S. Department of Housing and Urban Development
OMB Approval No.: 2577-0088 (exp. 06/30/04)

2502-0355 (exp.10/31/04)

[illegible]

CPD: 1=New Construction 2=Education/Training 3=Other	7c: Type of Trade Codes: Housing/Public Housing: 1 = New Construction 2 = Substantial Rehab. 3 = Repair 4 = Service 5 = Project Management 6 = Professional 7 = Tenant Services 8 = Education/Training 9 = Arch./Engrg. Appraisal 0 = Other	7d: Racial/Ethnic Codes: 1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews	5: Program Codes (Complete for Housing and Public and Indian Housing programs only): 1 = All insured, including Section 8 5 = Section 202 2 = Flexible Subsidy 6 = HUD-Held (Management) 3 = Section 8 Noninsured, Non-HFDA 7 = Public/Indian Housing 4 = Insured (Management)

Public reporting burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number. Executive order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

Exhibit J
Statement of Special Conditions and Compliance
with Uniform Administrative Requirements

The DEVELOPER understands and agrees that it is eligible to receive funds for Project No. **DEVELOPER CHDO Developer PY 2025** pursuant to this agreement.

The following conditions, in addition to those established in the agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this PROJECT, have been set forth and must also be complied with in order for DEVELOPER to receive HOME Program Assistance for Project No. **DEVELOPER CHDO Developer PY 2025**.

1. The DEVELOPER agrees that funds received from the City pursuant to this agreement shall be used to cover project costs. The DEVELOPER shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with HOME funds made available under this agreement. The DEVELOPER shall manage program income generated during activities permitted under this agreement as per Article XIII of the DEVELOPER CHDO Developer Agreement FY 2022-2023. The DEVELOPER shall follow the program income requirements as outlined in Section 200.307 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular").
6. The DEVELOPER agrees to submit semi-annual Progress Reports to the City in an agreed upon format. Progress Reports shall be due December 31st and June 30th. The City shall not process final billing requests for payment until a final Progress Report upon project completion is submitted.
7. The DEVELOPER agrees to maintain financial records in accordance with the applicable federal guidelines outlined in 2 CFR Part 200 and to separately and accurately identify use of HOME Program funds pursuant to this agreement.
8. The DEVELOPER acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303. Such performance measures will be decided upon by the DEVELOPER and the City's Housing and Grants Administrator. The DEVELOPER is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of HUD-approved standard information collections when providing financial and performance information as outlined in 2 CFR Part 200;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - DEVELOPER shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
 - All expenditures shall be accounted for, in compliance with requirements under section 200.302, as interpreted by the City.
9. The DEVELOPER agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the DEVELOPER uses during its normal course of business; whichever of the two guidelines is more restrictive. If the

procurement methods that the DEVELOPER uses during its normal course of business are more restrictive, those guidelines shall be used, and a copy of those guidelines will be attached to this agreement as Attachment D and will be incorporated into this agreement by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement methods shall be limited to procurement by (a) small purchase procedures; (b) sealed bids; (c) competitive proposals; or (d) noncompetitive proposals, as directed by and outlined in Section 200.320.

10. The DEVELOPER agrees to provide the City's Community Development Services Department with regular reports, and any other reports which the Department may require for compliance under this agreement, including reports on performance measures, as outlined in Section 200.301 of the Omni Circular. The DEVELOPER and the City shall decide upon such performance measures based on the requirements outlined by HUD for the category of eligible activities that the DEVELOPER'S program engages in. The DEVELOPER shall use HUD-approved information collection standards, when providing financial and performance information. The DEVELOPER shall provide financial data, and its relation to performance accomplishments, of the federal award. The DEVELOPER agrees to provide the City with (a) documents pertaining to procedures; (b) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this agreement; and (c) (if applicable) regularly updated schedules of program activities.
11. The DEVELOPER shall obtain written permission from the Grants Management Division Manager or Community Development Director prior to any change in the approved budget or program plans following Omni Circular Section 200.308(C) (increase or decrease) of ten percent (10%) of the line item's budget or \$500, whichever is less, to any account under the DEVELOPER'S line item budget. In order for the City to approve such a request, the DEVELOPER'S written request must contain, at a minimum: (a) the reason and justification for the change; (b) the amounts to be changed; and (c) a description of which line items are affected. Changes made without the City's prior approval may result in no reimbursement of expenditures from those affected line items.
12. The DEVELOPER shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any HOME cash advances. The DEVELOPER shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements.
13. The DEVELOPER further agrees to maintain written standards of conduct covering conflicts of interest, as outlined in the Omni Circular Sections 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award or administration of a contract supported by HOME funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for a contract. Such officers, employees or agents of the DEVELOPER may not solicit or accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards must also include standards of conduct covering organizational conflicts of interest, in which the DEVELOPER may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the DEVELOPER and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the DEVELOPER will include disciplinary actions to be applied for violations of such standards.

14. As a non-governmental entity, the DEVELOPER shall comply with the regulations, policies, guidelines, requirements and standards of federal guidelines outlined in 2 CFR Chapter I, Chapter II, Part 200, *et al*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" Omni Circular, as specified in this paragraph:
- Subpart B - "General Provisions";
 - Subpart C - "Pre-Federal Award Requirements and Contents of Federal Awards," except for Section 200.203, "Notices of funding opportunities," 200.204, "Federal awarding agency review of merit of proposals," 200.205, "Federal awarding agency review of risk posed by applicants," and 200.207, "Specific conditions," which are required only for competitive federal awards;
 - Subpart D - "Post Federal Award Requirements Standards for Financial and Program Management," except for:
 - A. Section 200.305, "Payment." The City shall follow the standards contained in 24 CFR 85.20(b)(7) and 85.21 in making payments to the DEVELOPER;
 - B. Section 200.306, "Cost Sharing or Matching";
 - C. Section 200.307, "Program Income." In lieu of paragraph 200.307, the DEVELOPER shall follow HOME program regulations;
 - D. Section 200.308, "Revision of Budget and Program Plans";
 - E. Section 200.311, "Real property." In lieu of 200.311, the DEVELOPER shall follow HOME program regulations;
 - F. 24 CFR 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 84.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which HOME funds were used to acquire the equipment); and
 - ii. Equipment not needed by the DEVELOPER for HOME activities shall be transferred to the City for the HOME program or shall be retained after compensating the recipient;
 - G. 24 CFR 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
 - H. 24 CFR 84.52, "Financial Reporting";
 - I. 24 CFR 84.53(b), "Retention and Access Requirements for Records," applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual HOME activities shall be eleven years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - J. 24 CFR 84.61 "Termination".
 - Subpart D - "After-the Award Requirements," except for 24 CFR 84.71, "Closeout Procedures."

15. Records maintained by the DEVELOPER pursuant to this agreement shall be available for inspection upon request by the City and HUD.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 3, 2025, Committee of the Whole

Subject: An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #6 – Omnibus)

Summary

Action Requested

Forward the budget amendment authorizing these adjustments for approval at the March 10, 2025, City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

The proposed changes align with the Mayor and Council 2024-2025 Goals, specifically **Strategic Area #1: Public Safety & Well-Being** and **Strategic Area #3: Infrastructure**.

Previous Council Actions

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

Discussion

Additional Background Information

Professional Services – Legal Division: The Legal Division has been utilizing outside counsel to support the City Attorney due to staffing shortages. With the Assistant City Attorney position vacant, a budget transfer of \$77,000 from salaries is necessary to maintain this support through the end of the fiscal year.

Rebudgets: Certain equipment line items (54111) are budgeted at a consistent annual amount and routinely rebudgeted to reflect the uneven timing of purchases. This includes multiple equipment line items across various departments, totaling \$109,024.

Fire Overtime Funding: The Fire Department is experiencing an unusually high number of absences due to employees on duty injury and military leave, which significantly limits staffing flexibility. As a result, overtime costs have increased beyond the current budget. To ensure adequate coverage and maintain operational efficiency, an additional \$330,000 in overtime funding is needed.

Capital Improvement & Replacement Fund (200): Staff initially budgeted \$15,000 for bond counsel and other professional services for the Fire Station Bonds. The actual total is now \$30,000—\$15,000 more than planned. This total includes \$20,000 for Bond Counsel, \$5,000 for a placement agent, and another \$5,000 for other fees. A budget amendment is needed to cover this shortfall.

Local Motor Fuel Tax Fund (202): During the construction of the Philo-Colorado Resurfacing Project (40133), an unexpected expense for pavement fabric came up. This cost was necessary to complete the paving work as planned before the winter shutdown, but it was not eligible for State MFT funds. To cover this expense, a budget transfer is needed to utilize surplus funds from the Bituminous Surface Treatment LMFT account (40114). Maintaining a clear separation between LMFT and State MFT funds is essential for proper documentation and compliance with IDOT requirements.

Vehicle & Equipment Replacement Fund (300): The purchase of a chipper truck (PW29) was included in the FY2024 budget but was not completed. As a result, those funds will be rebudgeted to FY2025. Additionally, to address increased costs, \$20,000 will be transferred from the Urban Forestry budget in the General Fund.

Central TIF Fund (344):

- Boneyard Creek Crossing: A budget adjustment is needed to fund landscape maintenance and path cleaning at Boneyard Creek Crossing. The existing maintenance contract expired at the end of 2024, requiring a second contract. However, the original budget in the Capital Improvement Plan (CIP) did not account for this additional contract. To address this, additional funding from the fund balance is required.
- Boneyard Creek Lighting: The lowest bid for these improvements came in at \$181,000, exceeding the original budget. To accommodate the bid and include approximately a 10% construction contingency, staff propose increasing the project budget from \$150,000 to \$200,000, reflecting a \$50,000 increase.

Information Technology Fund (610): The current IT ticket system is outdated and no longer receiving vendor upgrades as the company moves users to a cloud-based model. Meanwhile, annual maintenance costs are increasing. IT staff have found a suitable replacement that meets the City's preference for an on-site software purchase instead of a cloud subscription. While the new system's

annual maintenance costs are slightly lower, the one-time purchase cost is about \$7,800. To cover this cost, a budget transfer of \$7,800 from vacancy savings in the unfilled Computer Systems Technician position is needed.

Operations Impact

Amending the budget will enable staff to initiate new capital projects, continue existing projects, and purchase necessary equipment.

Fiscal and Budget Impact

The estimated ending fund balance in the General Operating Fund, not including amounts reserved for future expenditures, would be \$14,331,288, which is 31.95% of recurring expenditures. This does not include \$5,016,294 reserved for planned transfers for capital improvements in future years, and funding for the second and third years of the Community Engagement Team pilot program. None of the new General Fund expenditures are recurring, so there is no impact on funds available for new, recurring expenses. This does include adjusting the FY24 ending cash balance, based on year-end results.

Community Impact

Starting and maintaining capital projects will improve roads and public spaces for Urbana residents.

Recommendation

Forward the ordinance authorizing these amendments to the FY2025 budget with a recommendation for approval at the March 10, 2025 City Council meeting.

Next Steps

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

Attachment

An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #6 – Omnibus)

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

ORDINANCE NO. _____**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE****(Budget Amendment #6 – Omnibus)**

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

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

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

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

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

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

Section 1.

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

Section 2.

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

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

Budget Amendment 2024/25 - 06 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL OPERATING FUND (100)						
<u>Expenditures</u>						
10010103-50110		LEGAL: SALARY - REGULAR EMPLOYEES	373,766	296,766	(77,000)	BUDGET TRANSFER FOR OUTSIDE COUNSEL
10010103-52101		LEGAL: LEGAL SERVICES	87,209	164,209	77,000	BUDGET TRANSFER FOR OUTSIDE COUNSEL
10015150-51411		HUMAN RESOURCES & FINANCE ADM: SMALL SCHEDULED EQUIPMENT	1,674	6,335	4,661	REBUDGET - SMALL SCHEDULED EQUIPMENT
10030300-51411		FIRE OPERATIONS: SMALL SCHEDULED EQUIPMENT	8,992	23,163	14,170	REBUDGET - SMALL SCHEDULED EQUIPMENT
10040400-51411		PUBLIC WORKS ADMINISTRATION: SMALL SCHEDULED EQUIPMENT	500	2,345	1,845	REBUDGET - SMALL SCHEDULED EQUIPMENT
10040402-51411		LANDSCAPE MANAGEMENT: SMALL SCHEDULED EQUIPMENT	7,066	25,952	18,886	REBUDGET - SMALL SCHEDULED EQUIPMENT
10040420-51411		TOOL ROOM: SMALL SCHEDULED EQUIPMENT	13,368	82,830	69,462	REBUDGET - SMALL SCHEDULED EQUIPMENT
10030300-50131		FIRE OPERATIONS: REGULAR OVERTIME	343,504	673,504	330,000	ADDITIONAL OVERTIME FUNDING - FIRE
10040401-51410		URBAN FORESTRY: SMALL TOOLS & EQUIPMENT	37,323	17,323	(20,000)	PW CHIPPER TRUCK ADDITIONAL COSTS
10040401-59300		URBAN FORESTRY: TFR TO VERF FUND	64,062	84,062	20,000	PW CHIPPER TRUCK ADDITIONAL COSTS
Total Expenditures			57,411,201	57,850,225	439,024	
Ending Fund Balance (estimated)			16,892,838	16,562,838	(330,000)	
CAPITAL IMPROVEMENT & REPLACEMENT FUND (200)						
<u>Expenditures</u>						
20040470-52199-40805	40805-SERVICES	CITY FACILITY IMPROVEMENT: OTHER PROFESSIONAL SERVICES	7,500	15,000	7,500	2025 BONDS - FIRE STATIONS
20040470-52199-40806	40806-SERVICES	CITY FACILITY IMPROVEMENT: OTHER PROFESSIONAL SERVICES	7,500	15,000	7,500	2025 BONDS - FIRE STATIONS
Total Expenditures			22,930,958	22,945,958	15,000	
Ending Fund Balance (estimated)			566,502	551,502	(15,000)	
LOCAL MOTOR FUEL TAX FUND (202)						
<u>Expenditures</u>						
20240470-53301-40114		LMFT CAPITAL PROJECTS: HIGHWAY AND STREETS	320,000	248,000	(72,000)	PHILO ROAD RESURFACING
20240470-53301-40133		LMFT CAPITAL PROJECTS: PHILO ROAD RESURFACING	-	72,000	72,000	PHILO ROAD RESURFACING
Total Expenditures			1,526,699	1,526,699	-	
Ending Fund Balance (estimated)			2,420,771	2,420,771	-	
VEHICLE & EQUIPM REPLCMNT FUND (300)						
<u>Revenues</u>						
300-49100		VEHICLE & EQUIPM REPLCMNT FUND: TFR FROM GENERAL FUND	4,055,687	4,075,687	20,000	PW CHIPPER TRUCK ADDITIONAL COSTS
Total Revenues			4,547,046	4,567,046	20,000	
<u>Expenditures</u>						
30060600-53420	VERF-PW-065	VERF: VEHICLES	1,333,379	1,578,379	245,000	PW CHIPPER TRUCK & ADDITIONAL COSTS
Total Expenditures			3,226,920	3,471,920	245,000	
Ending Fund Balance (estimated)			7,253,504	7,253,504	-	
CENTRAL TIF FUND (344)						
<u>Expenditures</u>						
34450501-52906-40405	40405-CONST	BONEYARD CREEK PARK MAINTENANCE: LANDSCAPING SERVICES	40,000	65,000	25,000	BONEYARD CREEK PARK MAINTENANCE
34450501-53304-40169	40619-CONST-TIFC	BONEYARD CREEK LIGHTING: SANITARY SEWER	150,000	200,000	50,000	BONEYARD CREEK LIGHTING
Total Expenditures			3,428,568	3,453,568	25,000	
Ending Fund Balance (estimated)			462,287	437,287	(25,000)	
INFORMATION TECHNOLOGY FUND (610)						
<u>Expenditures</u>						
61010106-50110		IT: SALARY - REGULAR EMPLOYEES	532,080	522,632	(9,448)	NEW IT TICKET SYSTEM
61010106-51900		IT: OTHER SUPPLIES	11,816	19,607	7,791	NEW IT TICKET SYSTEM
61010106-52205		IT: H/W & S/W MAINTENANCE	329,986	331,643	1,657	NEW IT TICKET SYSTEM
Total Expenditures			1,431,988	1,431,988	-	
Ending Fund Balance (estimated)			294,334	294,334	-	



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 3, 2025 Committee of the Whole
Subject: An Ordinance Providing for the Issuance of Not to Exceed \$9,000,000 General Obligation Bonds, Series 2025

Summary

Action Requested

Forward the Ordinance providing for issuance of general obligation bonds for fire station construction for approval at the March 10, 2025 City Council meeting.

Brief Background

This Ordinance seeks City Council approval to issue bonds for fire station construction. The \$9,000,000 amount is consistent with the approved Annual Budget and Capital Improvement Plan.

Relationship to City Services and Priorities

Impact on Core Services

The new fire stations will enable staff to better serve Urbana residents.

Strategic Goals & Plans

This action is consistent with the City Council strategic goal to [Enhance and Expand Public Safety Resources](#).

Previous Council Actions

The City Council has discussed fire station construction at various points throughout planning, design, and construction. On September 11, 2023, the City Council approved [Resolution No. 2023-09-080R](#) establishing their intent to reimburse expenditures for fire station construction with bond proceeds.

Discussion

Additional Background Information

Staff has been working with Chapman as bond counsel and Baird as placement agent for this bond issue. Bond counsel provides specialized legal services in relation to bond issuance, including providing a legal opinion on the tax-exempt status of the bonds. The placement agent markets the City's bonds to financial institutions that may purchase the bonds as an investment.

City staff invited financial institutions to participate in the City's EEO certification process, which is a prerequisite to bid on the City's bonds. These institutions were identified based on previous contacts with City staff and Baird's expertise in the market for this type of debt. In addition to three likely bidders who are already certified, more than 20 other institutions were provided information on the certification process. Because of the lead time required for certification, which is approximately one month, it would not be possible for bidders to certify after successfully bidding on the bonds. While this process may limit competition, it ensures compliance with the City's requirements.

Institutions that successfully complete the certification process will be invited to bid on the City's bonds. That process requires a quick turnaround to lock in interest rates due to potential changes in the market. This Ordinance gives authority to the Mayor and the Treasurer (Finance Director) to authorize the issuance of the bonds within certain parameters including a term of 10 years and an interest rate of not more than 5.5 percent. It also establishes debt service levies, which will be abated in future years, since the City plans to pay the debt service on these bonds from the Capital Replacement and Improvement Fund.

Fiscal and Budget Impact

Adjustments to future budgets, including creation of a Debt Service Fund, will be made with the FY2026 proposed budget, based upon the final debt service schedule. Costs of issuance will be approximately \$30,000 in fees for bond counsel and placement agent, as well as additional fees that may be required by the successful bidder. These costs are budgeted in the Capital Replacement and Improvement Fund and included in a budget amendment on this agenda.

Community Impact

The new fire stations are intended to allow staff to better serve the community.

Recommendation

Forward the Ordinance providing for issuance of general obligation bonds for fire station construction for approval at the March 10, 2025 City Council meeting.

Next Steps

The following is the anticipated schedule for the remainder of the process.

March 18	Human Rights Commission meets and certifies financial institutions
March 24	Baird distributes preliminary term sheet to certified institutions
March 31	Baird holds due diligence sessions with investors and City, if needed
April 9	Best and final offers submitted; Award bonds and execute final term sheet
April 14	City Council notified of outcome
April 29	Bond closing

Attachments

1. An Ordinance Providing for the Issuance of Not to Exceed \$9,000,000 General Obligation Bonds, Series 2025, of the City of Urbana, Champaign County, Illinois, for the Purpose of Financing Various Capital Improvements, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.
2. Preliminary Term Sheet.

Originated by: Elizabeth Hannan, HR & Finance Director / CFO

Reviewed: Matt Roeschley, City Attorney

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF.

WHEREAS, by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), the City of Urbana, Champaign County, Illinois (the "*City*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Council of the City (the "*Council*") has considered the needs of the City and has determined and does hereby determine that it is necessary, desirable, and in the best interests of the City to borrow at this time the sum of not to exceed \$9,000,000 for the purpose of financing expenditures for acquisition, construction, improvement, renovation, and equipping of two new City fire stations and ancillary costs related thereto (collectively, the "*Project*"); and

WHEREAS, it is in the best interests of the City to issue bonds of the City in the aggregate principal amount of not to exceed \$9,000,000 to evidence said borrowing and for the purpose of paying costs of the Project:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, Champaign County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles; Determination to Issue Bonds. The Council hereby finds that all the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference. It is necessary and in the best interests of the City to finance the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to

the applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution, and as further supplemented by the Local Government Debt Reform Act, as amended (the “*Reform Act*”) (collectively, the Municipal Code, constitutional home rule powers, and Reform Act being the “*Act*”).

Section 2. Authorization. It is hereby found and determined that the Council has been authorized by law to borrow an amount not to exceed \$9,000,000 upon the credit of the City and as evidence of such indebtedness to issue bonds of the City to said amount, the proceeds of said bonds to be used for the Project, and that it is necessary and for the best interests of the City that there be issued not to exceed \$9,000,000 of the bonds so authorized, and the findings and determinations in this Section, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the City an amount not to exceed \$9,000,000 for the purpose aforesaid, and that bonds of the City shall be issued to said amount and shall be designated “General Obligation Bonds, Series 2025” (the “*Bonds*”), with any further series designation as shall be set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (as set forth in the Bond Notification), and shall also bear the date of authentication, shall be in fully registered form, shall be in minimum denominations of \$100,000 each and integral multiples of \$5,000 in excess thereof unless otherwise set forth in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on February 1 (unless otherwise set forth in the Bond Notification) of each of the years (not later than 2035), in the amounts (not exceeding \$1,200,000 per year) and bearing interest at the rates (not exceeding 5.50% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on February 1st and August 1st of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent (which shall be the Purchaser (as hereinafter defined), a bank or trust company authorized to do business in the State of Illinois or the Treasurer of the City (the “*Treasurer*”) as set forth in the Bond Notification, the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor (the “*Mayor*”) and attested by the manual or facsimile signature of its City Clerk (the “*City Clerk*”), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General.* The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her

attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. If so requested by the Purchaser, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a

signatory on the Bonds, along with the Treasurer, is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the

applicable interest payment date, the name “Cede” in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository’s agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) *Optional Redemption.* All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on February 1 of the years, if any, and in the principal amounts, if any, as indicated in said Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding the failure to receive such notice, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender

for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
CITY OF URBANA**

GENERAL OBLIGATION BOND, SERIES 2025

See Reverse Side for Additional Provisions.

Interest Rate: _____%	Maturity Date: February 1, 20__	Dated Date: _____, 2025	CUSIP: _____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the City of Urbana, Champaign County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to the right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on February 1st and August 1st of each year, commencing August 1, 2025, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the designated office of _____, as bond registrar and paying agent (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered

Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Urbana, Champaign County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Urbana
Champaign County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Urbana
Champaign County, Illinois

[SEAL]

Date of Authentication: _____, 2025

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____,
_____, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2025 of the City of Urbana, Champaign County, Illinois.

_____,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

CITY OF URBANA

CHAMPAIGN COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2025

[6] This Bond is one of a series of bonds (the “*Bonds*”) issued by the City for the purpose of financing expenditures for acquisition, construction, improvement, renovation, and equipping of two new City fire stations and ancillary costs related thereto, and paying expenses incidental thereto, all as described in the ordinance of the City, adopted by the Council of the City on the 10th day of March, 2025, authorizing the Bonds, as supplemented by a notification of sale (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”); as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Reform Act*”) (collectively, the Municipal Code, constitutional home rule powers and Reform Act being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after February 1, 20__, are subject to redemption prior to maturity at the option of the City as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on February 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] [Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Bond Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in minimum denominations of \$100,000 each and integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)
the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Mayor and the Treasurer (the “*Designated Representatives*”) are hereby authorized to proceed not later than September 10, 2025, without any further authorization or direction from the Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 98.00% of the principal amount of the Bonds (exclusive of original issue premium or original issue discount), plus accrued interest to the date of delivery, if any.

The Purchaser of the Bonds shall be: (a) pursuant to a competitive sale conducted by Robert W. Baird & Co., Naperville, Illinois (“*Placement Agent*”), the best bidder for the respective Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer’s Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; provided, however, that a Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of the Placement Agent that the sale of the respective Bonds on a negotiated or private placement basis to such Purchaser is in the best interest of the City because of (i) the pricing of such Bonds by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Bonds; and further provided, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with the Placement Agent if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the City.

Prior to the sale of the Bonds, the Designated Representatives are each hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of a Bond Notification by the Designated Representatives, the Mayor, City Clerk and Treasurer and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (which may be evidenced by an executed bid form) (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that to the best of the knowledge and belief of the Council, after due inquiry, no person holding any office of the City, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the City and the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (collectively, the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by any Purchase Contract, this Ordinance, any Preliminary Official Statement, and the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual tax (the "*Pledged Taxes*"), to wit:

FOR THE YEAR A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2025	\$1,250,000.00	for interest and principal
2026	\$1,250,000.00	for interest and principal
2027	\$1,250,000.00	for interest and principal
2028	\$1,250,000.00	for interest and principal
2029	\$1,250,000.00	for interest and principal
2030	\$1,250,000.00	for interest and principal
2031	\$1,250,000.00	for interest and principal
2032	\$1,250,000.00	for interest and principal
2033	\$1,250,000.00	for interest and principal

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of the County of Champaign, Illinois (the “*County Clerk*”), in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and Treasurer are hereby

authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing with County Clerk. Forthwith upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2025 to 2033, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund Account of 2025” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement Account of the City (the “*Project Fund*”). Alternatively, the Treasurer may allocate such proceeds to one or more related project funds of the City already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively, as the “*Project Fund*”). At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the City from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), or would otherwise cause the interest on the Bonds to be included in the

gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 15. Designation of Issue. The City may designate the Bonds in the Bond Notification as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. If applicable, the Mayor or Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure

Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on any series of the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of said Bonds, subrogation of the rights of said Bondholders to the Bond Insurer upon payment of said Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by a Designated Representative on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. The Council has previously adopted a record-keeping policy (the “*Policy*”) to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds). The Council and the City hereby reaffirm the Policy.

Section 22. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 24. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 25. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

PASSED BY THE CITY COUNCIL this 10th day of March, 2025.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this this 10th day of March, 2025.

Diane Wolfe Marlin, Mayor

Recorded in the City Records on March ____, 2025.

STATE OF ILLINOIS)
) SS
 COUNTY OF CHAMPAIGN)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Urbana, Champaign County, Illinois (the "*City*"), and as such official I am the keeper of the records and files of the Council of the City (the "*Council*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 10th day of March, 2025, insofar as same relates to the adoption of Ordinance No. ____ titled:

AN ORDINANCE providing for the issuance of not to exceed \$9,000,000 General Obligation Bonds, Series 2025, of the City of Urbana, Champaign County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this
10th day of March, 2025.

[SEAL]

City Clerk

STATE OF ILLINOIS)
) SS
 COUNTY OF CHAMPAIGN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois, and as such official I do further certify that on the ____ day of March, 2025, there was filed in my office a duly certified copy of Ordinance No. ____ titled:

AN ORDINANCE providing for the issuance of not to exceed \$9,000,000 General Obligation Bonds, Series 2025, of the City of Urbana, Champaign County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Council of the City of Urbana, Champaign County, Illinois, on the 10th day of March, 2025, and approved by the Mayor, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of March, 2025.

County Clerk of The County of Champaign,
 Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
 COUNTY OF CHAMPAIGN)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Urbana, Champaign County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “*Council*”) of the City.

I do further certify that on the 10th day of March, 2025 there was published in pamphlet form, by authority of the Council, a true, correct, and complete copy of Ordinance No. ____ of the City titled:

AN ORDINANCE providing for the issuance of not to exceed \$9,000,000 General Obligation Bonds, Series 2025, of the City of Urbana, Champaign County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have affixed hereto my official signature and the seal of the City this 10th day of March, 2025.

[SEAL]

City Clerk

No Official Statement will be prepared for the Bonds. By the Purchaser's acceptance of the Bonds, the Purchaser shall be deemed to have had access to such financial and other information concerning the City and the Bonds as the Purchaser deemed necessary to make an independent decision to purchase the Bonds, including the opportunity, at a reasonable time prior to the purchase of the Bonds, to ask questions and receive answers concerning the City and the terms and conditions of the Bonds.

Preliminary Term Sheet

City of Urbana,
Champaign County, Illinois (the "City")

\$9,000,000* General Obligation Bonds, Series 2025 (the "Bonds")

Bid Due Date/Time:	April 9, 2025 @ 11:00 AM Central. Rates must not be subject to change through the closing of April 29, 2025.	
Award Date:	April 9, 2025 (anticipated)	
Dated/Delivery Date:	April 29, 2025 (anticipated)	
Amortization:	February 1	Amount*
	2026	\$ 820,000
	2027	760,000
	2028	790,000
	2029	825,000
	2030	865,000
	2031	905,000
	2032	945,000
	2033	985,000
	2034	1,030,000
	2035	1,075,000
Average Life*:	5.564 years	
Purchaser:	To Be Determined	
Purchase Price:	At Par	
Interest Due:	Interest shall be payable commencing on August 1, 2025 and semi-annually thereafter on February 1 and August 1 of each year. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months.	
Denomination:	The Bonds will be issued in minimum denominations of \$100,000 and integral multiples of \$5,000 thereof.	
Optional Redemption Provision:	Please provide your proposed interest rates for each of the following optional redemption provisions: 1. The Bonds maturing on and after February 1, 2033 shall be subject to redemption prior to maturity at the option of the City from any available funds on February 1, 2032 or on any date thereafter at par plus accrued interest. 2. The Bonds are not subject to redemption prior to maturity. If you would like to propose an alternative optional redemption provision, please so state in your offer along with any change in interest rate(s). The City will evaluate the cost/benefit of each offer and its corresponding optional redemption provision before making a selection.	
Mandatory Redemption:	All or a portion of the Bonds may be subject to mandatory redemption on February 1 of the years, if any, and in the principal amounts, if any, as shown above.	
Purpose:	Proceeds from the sale of the Bonds will be used for the purpose of (i) financing expenditures for acquisition, construction, improvement, renovation, and equipping of two new City fire stations and ancillary costs related thereto, and (ii) paying costs related to the issuance of the Bonds.	

*Preliminary, subject to change.

Authorization:	The Bonds are being issued pursuant to the powers of the City as a home rule unit of government under Section 6 of Article VII of the Constitution of the State of Illinois, the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, each as supplemented and amended, and a bond ordinance adopted by the City Council of the City on March 10, 2025, as supplemented by a notification of sale.
Security:	In the opinion of Bond Counsel, Chapman and Cutler LLP, Chicago, Illinois, the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The City will pay debt service on the Bonds through February 1, 2026 from lawfully available funds.
Tax Exemption:	Subject to compliance by the City with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Interest on the Bonds is not exempt from present State of Illinois income taxes.
Legal Opinion:	Bond Counsel will provide an opinion as to the validity of, and federal tax exemption of the interest on, the Bonds. See "Exhibit B—Form of Bond Counsel Opinion."
Bank-Qualified:	The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.
Credit Rating:	No rating will be applied for in connection with the Bonds.
No Secondary Market:	The Bonds must be purchased with the intent to hold to maturity as no secondary market is expected. Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), exempts from certain requirements of the Rule offerings of municipal securities (such as the Bonds) that are (i) in authorized denominations of \$100,000 or more and (ii) are sold to no more than thirty-five persons each of whom has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is not purchasing for more than one account or with a view to distributing the Bonds. Because the offering of the Bonds is exempt under the Rule, the City is not required to enter into a continuing disclosure undertaking with respect to the Bonds and is also not required to deliver an official statement to a purchaser nor to provide statements concerning noncompliance, in all material respects, with the City's prior continuing disclosure undertakings. Finally, the Purchaser should note that the disclosure contained herein is limited in scope and does not include information customarily contained in official statements subject to the Rule.
Record Date:	The fifteenth day of the calendar month next preceding the interest payment date.
Registered or Book-Entry:	The Bonds will be registered in the name of the Purchaser unless otherwise requested by the Purchaser.
Bond Counsel:	Chapman and Cutler LLP, Chicago, Illinois.
Placement Agent:	Robert W. Baird & Co. Incorporated, Naperville, Illinois.
Bond Registrar/Paying Agent:	Please state your willingness to serve as bond registrar and paying agent on the Bonds at no additional cost to the City.
Representations of the Purchaser:	The Purchaser will be required to execute an investor letter in substantially the form attached hereto as Exhibit C in which they will be expected to certify to the City that it (i) is acquiring the Bonds for its own account solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks.

Acknowledgment that the Purchaser is not a Fiduciary, etc.:

The City acknowledges and agrees that the: (i) Purchaser has financial and other interests that differ from those of the City, (ii) Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the City on other matters), and (iii) City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

Expenses:

The City will pay for all necessary expenses in connection with the issuance of the Bonds, including legal and placement agent fees. **If there will be a Purchaser's Counsel fee, please state the amount in your offer.** This will be considered when evaluating the bids received.

Additional Provisions:

Please note any proposed additional provisions.

Financial Characteristics of the City:

See "Exhibit A—Information on the City of Urbana" for information on the City's overlapping taxing entities, outstanding debt, overlapping debt, selected financial information, largest taxpayers, equalized assessed valuation, and tax rates by purpose.

City Financial Information:

Historical Audited Financial Statements for the City can be found here on the City's website: <https://www.urbanail.gov/hr-and-finance-department/page/annual-comprehensive-financial-report>

Attachments:

Exhibit A – Information on the City of Urbana

Exhibit B – Form of Bond Counsel Opinion

Exhibit C – Form of Investor Letter

Exhibit D – Annual Comprehensive Financial Report for Fiscal Year June 30, 2024

Exhibit A

Information on the City of Urbana

Summary of Outstanding Debt

The City will have the following outstanding general obligation debt after the issuance of the Bonds.

Amortization of Outstanding General Obligation Debt ⁽¹⁾

Bond Year February 1	The Bonds*	Cumulative Retirement*	
		Amount*	Percent*
2026	\$820,000	\$820,000	9.1%
2027	760,000	760,000	17.6%
2028	790,000	790,000	26.3%
2029	825,000	825,000	35.5%
2030	865,000	865,000	45.1%
2031	905,000	905,000	55.2%
2032	945,000	945,000	65.7%
2033	985,000	985,000	76.6%
2034	1,030,000	1,030,000	88.1%
2035	1,075,000	1,075,000	100.0%
Total	<u>\$9,000,000</u>	<u>\$9,000,000</u>	

⁽¹⁾ As of the dated date of the Bonds.

* Preliminary, subject to change.

Source: The City.

Legal Debt Margin

The City is a home rule municipality under Article VII, Section 6(k) of the 1970 Illinois Constitution and has no general obligation debt limitation.

Overlapping Debt

(As of June 30, 2024)

Taxing Body	Outstanding Bonds	Applicable to City	
		Percent	Amount
Champaign County	\$43,555,000	14.018%	\$ 6,105,540
Forest Preserve District	-	13.898%	-
School District	26,695,000	86.046%	22,969,980
Parkland College	35,015,349	10.216%	3,577,168
Urbana Park District	13,801,525	99.464%	13,727,549
Champaign-Urbana Health District	-	24.726%	-
Champaign-Urbana Mass Transit District	185,604	22.023%	40,876
Total Overlapping Bonded Debt	<u>\$119,252,478</u>		<u>\$46,421,112</u>

Source: City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

EAV by Use

The following table sets forth the City's EAV by class of property for the last five levy years.

Equalized Assessed Valuation by Class of Property⁽¹⁾

Classification	2019	2020	2021	2022	2023
Residential.....	\$339,451,579	\$340,021,344	\$359,714,649	\$394,979,368	\$435,798,762
Farm	532,281	710,151	882,971	949,435	953,822
Commercial	246,840,401	253,079,340	251,687,884	283,763,751	300,078,053
Industrial	9,947,060	11,363,990	11,861,384	13,533,406	14,591,774
Railroad	183,458	190,995	214,325	246,294	255,199
Total	<u>\$596,954,779</u>	<u>\$605,365,820</u>	<u>\$624,361,213</u>	<u>\$693,472,254</u>	<u>\$751,677,610</u>
Percent Change +(-)	2.31% ⁽²⁾	1.41%	3.14%	11.07%	8.39%

⁽¹⁾ Excludes TIF increment.

⁽²⁾ Based on the City's 2018 EAV of \$583,475,063.

Source: Champaign County Clerk's Office.

Breakdown of City's Tax Rates

The following table shows the tax rates levied by the City per \$100 of Equalized Assessed Valuation on property located in the City for the past five levy years.

City Tax Rates by Purpose Per \$100 of Equalized Assessed Valuation

	2019	2020	2021	2022	2023
General	\$0.2885	\$0.2301	\$0.1696	\$0.2990	\$0.2876
Bonds	0.0005	0.0000	0.0000	0.0000	0.0000
Fire Pension	0.1941	0.2130	0.2179	0.1360	0.1760
Police Pension	0.2833	0.3261	0.3691	0.3497	0.3403
Library	<u>0.5835</u>	<u>0.5807</u>	<u>0.5933</u>	<u>0.5652</u>	<u>0.5460</u>
Total City Tax Rate	<u>\$1.3499</u>	<u>\$1.3499</u>	<u>\$1.3499</u>	<u>\$1.3499</u>	<u>\$1.3499</u>

Source: Champaign County Clerk's Office.

Representative Tax Rates

A representative property owner living in the City had combined tax rates per \$100 of Equalized Assessed Valuation for the past five tax levy years as set forth below.

Representative Tax Rates per \$100 Equalized Assessed Valuation

	Levy Years				
	2019	2020	2021	2022	2023
City of Urbana	\$ 1.3499	\$ 1.3499	\$ 1.3499	\$ 1.3499	\$ 1.3499
School District	5.7188	5.8771	5.9026	5.9204	5.7959
Champaign County.....	0.8189	0.8327	0.8342	0.8355	0.8189
Park District	1.2407	1.2705	1.2784	1.2877	1.2630
Parkland College	0.5355	0.5405	0.5378	0.5353	0.5284
Mass Transit.....	0.3343	0.3428	0.3466	0.3504	0.3450
Cunningham Town	0.2056	0.3015	0.3043	0.3037	0.2995
Public Health	0.1533	0.1327	0.1338	0.1340	0.1317
Forest Preserve	<u>0.0930</u>	<u>0.1089</u>	<u>0.1073</u>	<u>0.1071</u>	<u>0.1047</u>
Total Rate	<u>\$10.4495</u>	<u>\$10.7566</u>	<u>\$10.7949</u>	<u>\$10.8240</u>	<u>\$10.6370</u>

Source: City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

Tax Extensions and Collections

The following table sets forth the City's tax levy and collections for the last five fiscal years and collections to date for the most recent fiscal year.

Tax Levy and Collections

Levy Year	Fiscal Year	Taxes Extended	Taxes Collected to Date	Percent Collected
2018	2020	\$7,876,330	\$7,646,282	97.1%
2019	2021	8,058,293	7,991,850	99.2%
2020	2022	8,171,833	8,073,628	98.8%
2021	2023	8,428,251	8,348,114	99.0%
2022	2024	9,361,181	9,273,849	99.1%
2023	2025 ⁽¹⁾	10,146,896	10,032,134	98.9%

⁽¹⁾ Collections are through February 17, 2025.
Source: The City.

Top Taxpayers

The top ten taxpayers of the City and 2023 EAV are as follows:

Principal Taxpayers

Taxpayer	2023 EAV	Percent of City's Total EAV
Urbana Illinois Propco LLC	\$20,253,060	2.60%
Clark-Lindsey Holdings, LLC	10,622,150	1.37%
Bainbridge CC Urbana APTS	10,263,320	1.32%
Retreat at Urbana LLC	9,469,310	1.22%
Deancurt Urbana LLC	8,997,810	1.16%
MIMG XLV Town & Country	7,491,910	0.96%
Urbana Parc II LLC	7,432,960	0.96%
Green Street Realty	6,375,000	0.82%
Supervalu INC	5,874,660	0.76%
Amber Apartments LLC	<u>4,734,680</u>	<u>0.61%</u>
Total	\$91,514,860	11.76%

⁽¹⁾ Based on the City's 2023 EAV of \$777,945,044, which includes TIF EAV of \$26,267,434.
Source: Champaign County Clerk's Office.

Exhibit B

Form of Bond Counsel Opinion

Exhibit C

Form of Investor Letter

Exhibit D

Annual Comprehensive Financial Report for Fiscal Year June 30, 2024

Ordinance No. 2024-12-042

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Purpose:

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

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

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

Section 3. Standard for Approval of Surveillance Technology or Database

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

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

- (a) For all existing or hereinafter approved surveillance technology and databases in use, a “Surveillance Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.
- (b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with ~~written~~ approval by majority vote from City Council. No more than two (2) extensions shall be granted for any individual technology or database in use.

(ii) The existing surveillance technologies and databases shall require a formal approval process (as outlined in Section 1 and 2 of this Ordinance) as soon as the information on each technology is made available.

(iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, unless otherwise extended, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval by majority vote is obtained in accordance with this Ordinance.

(iv) During the period that continued use is not approved, the technology or database contract shall not be renewed or extended even if the result would be the termination of availability of the use before one hundred eighty (180) days.

Section 5. Contractual Agreements Involving Surveillance Technology & Databases

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

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

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

Section 6. Exigent Circumstances

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

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

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

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

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

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

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

(vi) Any Surveillance Technology Use Report and, if necessary, technology-specific Use Policy submitted to the City Council under this section may be redacted to the extent required to comply with an order by a court of competent jurisdiction, or to

exclude information that, in the reasonable discretion of the Urbana Police Department or other City Department, would, if disclosed, materially jeopardize an ongoing investigation or otherwise represent a significant risk to public safety and security; provided, however, that any information redacted pursuant to this paragraph will be released in the next Surveillance Technology Annual Report following the point at which the reason for such redaction no longer exists.

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

Section 7. Exclusionary Rule; Deletion/Destruction Requirement

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

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

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

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

Section 8. Annual Surveillance Technology Report Oversight

- (a) Upon request, representatives of City Council, Civilian Police Review Board, and Human Rights Commission shall be given access to information relevant to the enforcement of this ordinance or complaints made to their Board or Commission regarding technology or databases approved under this ordinance and be given notice of meetings and progress on the Surveillance Technology Annual Report, in compliance with the Open Meetings Act, confidentiality policies,.....

Or

- (b) Work with CPRB on the Annual Report, Use Report, and Use Policy, with a final vote by CBRP for a recommendation to the City Council, Committee of the Whole. (changes to CPRB ordinance)

Section 9. Definitions

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

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

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

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

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

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

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

- (i) Information describing the surveillance technology and how it works;
- (ii) Information on the proposed purpose(s) of the surveillance technology;
- (iii) If the surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted;
- (iv) The fiscal impact of the surveillance technology;
- (v) An assessment of whether use of the surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.
- (vi) An assessment identifying any potential adverse impacts the surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

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

- (i) What specific purpose(s) the surveillance technology is intended to advance.
- (ii) Description of the authorization for use of the policing technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the surveillance technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.
- (iii) Description of data collection, protection, and retention: specifically, what types of surveillance data will be collected, captured, recorded, intercepted, or retained by the police technology; what safeguards will be used to protect surveillance data from unauthorized access; for what maximum limited time period the surveillance data will be retained; and by what process the surveillance data will be regularly deleted after the retention period.
- (iv) Description of data sharing: specifically, which governmental agencies, departments, bureaus, divisions, or units will be approved for data sharing; how such sharing is necessary for the stated purpose and use of the surveillance technology; and what mechanisms will ensure any entity sharing access to the surveillance technology or surveillance data complies with the applicable surveillance use requirements within the Urbana “Use Policy” and does not further disclose the surveillance data to unauthorized persons and entities.

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

- (i) A summary of how each surveillance technology and database was used.
- (iii) Total annual costs for each surveillance technology and database, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year.
- (iii) How often collected surveillance data was shared with and received from any external persons or entities; under what legal standard(s) the information was disclosed; and the justification for the disclosure(s).
- (iv) A summary of complaints or concerns that were received about each surveillance technology and database.

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

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

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

Meeting: February 17, 2025 Committee of the Whole

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

Sponsored: Council Members Grace Wilken & Jaya Kolisetty

Summary

Action requested

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

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

Brief Background & Previous Action

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

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

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

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

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

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

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

Financial Impact

There is no expected direct financial impact of this Ordinance.

Additional Information & Resources

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

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

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

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

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

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

Boston Police Department 2023 Annual Surveillance Technology Report:

https://www.boston.gov/sites/default/files/file/2024/07/2023%20City%20of%20Boston%20Annual%20Surveillance%20Reports_0.pdf

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

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

Oakland, CA Privacy Commission – other resources and ordinances:

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

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

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

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

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

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

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

Forbes article on lawsuits over license plate readers:

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

Attachments

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



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

MEMORANDUM TO THE CITY COUNCIL

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

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

Previous Council Actions

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

Discussion

Additional Background Information

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

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

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

Operations Impact

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

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

Policy or Statutory Impacts

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

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

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

Fiscal and Budget Impact

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

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

Community Impact

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

Recommendation

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

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

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

Next Steps

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

Attachments

List of Law Enforcement Databases

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

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

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

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



City of Urbana
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MEMORANDUM TO THE CITY COUNCIL

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

Summary

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

Discussion

Additional Background Information

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

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

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

Law Enforcement-Specific Technology

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

Publicly Available Technology

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

Recommendation

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

Originated by: Dave Smysor, Deputy Police Chief

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

Approved: Diane Wolfe Marlin, Mayor



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MEMORANDUM TO THE CITY COUNCIL

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

Summary

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

Discussion

Additional Background Information

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

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

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

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

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

Surveillance Technology

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

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

Common Features of “Surveillance Technology”

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

Examples from Other Local Ordinances

San Francisco, CA

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

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

Oakland, CA

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

Seattle, WA

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

Somerville, MA

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

Specific Technologies

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

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

Common Exclusions

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

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

Other Common Elements Among “Surveillance Technology” Ordinances and Regulations

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

Recommendation

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

Originated by: Matt Roeschley

Reviewed: Carol Mitten, City Administrator

Approved: Diane Wolfe Marlin, Mayor



CAMPAIGN ZERO



FIGHT FOR THE FUTURE



Community Control Over Police Surveillance – Guiding Principles

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

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

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

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

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

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

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

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

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

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

Ordinance No. 2024-12-042

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

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

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

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

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

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

WHEREAS, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, including those guaranteed by the First, Fourth

and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the police or other agency seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

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

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

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

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

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

Section 1. Purpose:

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

Section 1.2. Approval Process for ~~Policing~~ Surveillance Technology and Database Acquisition or Use

(a) ~~The Urbana Police Department must~~ Any City Department seeking to acquire or use new surveillance technology or surveillance data, shall, prior to such acquisition or use obtain

written approval by majority vote of the Urbana City Council prior to purchasing, acquiring, or using any new surveillance ~~policing~~ technology or database (as defined in Attachment A of this Ordinance), ~~or using an existing surveillance ~~policing~~ technology or database in a new manner not previously approved~~, which includes linking or cross-referencing existing databases, adding new categories of data to a database, or using new analytic tools on an existing database.

(b) At least sixty (60) days prior to seeking approval of a surveillance ~~policing~~ technology or database, the City shall submit to the City Council and make publicly available a written surveillance ~~policing~~ technology or database “Use Report,” along with a draft of the proposed surveillance ~~policing~~ technology or database “Use Policy” (as defined in Attachment A of this Ordinance).

(c) The public shall have forty-five (45) days subsequent to filing of the surveillance ~~policing~~ technology or database “Use Report” and “Use Policy” to submit formal comments to the City Council.

Section 2 3. Standard for Approval of ~~Policing~~ Surveillance Technology or Database

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

Section 3 4. Reporting and Approval of Existing ~~Policing~~ Surveillance Technologies and Databases

(a) For all existing or hereinafter approved surveillance ~~policing~~ technology and databases in use, a “Policing Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with written approval from City Council.

(ii) The existing surveillance ~~policing~~ technologies and databases shall require a formal approval process (as outlined in Section 1 and 2 of this Ordinance) as soon as the information on each technology is made available.

(iii) If the Council has not approved the continuing use of the surveillance ~~policing~~ technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, the City Department shall cease its use of the surveillance ~~policing~~ technology and the sharing of surveillance data therefrom until such time as Council approval is obtained in accordance with this Ordinance.

Section 4 5. Contractual Agreements Involving Surveillance Technology & Databases

(a) ~~It shall be unlawful for the City or any agency to enter into any~~ Except where otherwise allowed under this Ordinance all ~~contracts or agreements~~ for the acquisition or use of surveillance technology, regardless of duration or cost, ~~that conflicts with the provisions of this Ordinance, and any conflicting provisions in such contracts or agreements, including but not limited to non-disclosure agreements, shall be deemed void and legally unenforceable~~ shall require formal approval by a majority vote of the City Council prior to execution.

(b) Prior to approval, the City Department shall provide all members of City Council with an unredacted copy of any and all contract(s) or other agreement(s) for the purchase, acquisition, or use of ~~by City Council for purchasing, acquiring, or using any new~~ surveillance ~~policing technology or database, all members of City Council shall be provided a non-redacted copy of any and all contract(s) or other agreement(s) for review for any new~~ surveillance ~~policing technology or policing database.~~

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

Section 6. Exigent Circumstances

(a) Notwithstanding the provisions of this ordinance, the Urbana Police Department or other City Department may temporarily acquire or temporarily use surveillance technology in exigent circumstances for a period not to exceed 30 days, with approval from the Mayor or their designee, without following the provisions of approval stated in this ordinance before that acquisition or use.

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

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

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

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

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

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

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

(c) Departments using approved surveillance technologies or other technologies with unutilized and unapproved surveillance capabilities may apply a technical patch or upgrade that is necessary to mitigate cyber security threats to the City's environment. The department shall

not use any unapproved new surveillance capabilities of the technology until the requirements of this ordinance are met or unless the Mayor or the Mayor's designee determines that the use is unavoidable; in that case, the Mayor shall request City Council approval as soon as possible. The request shall include a report to the City Council of how the altered surveillance capabilities were used since the time of the upgrade.

Section 7. Exclusionary Rule; Deletion/Destruction Requirement

- (a) Any data or other information created or collected in contravention of this ordinance, and any data or information derived therefrom, shall be deleted and destroyed as soon as possible, and may not:
 - (i) Be offered as evidence by any City government entity, agency, department, prosecutorial office, or any other subdivision thereof, in any criminal or civil action or proceeding against any member of the public, except as evidence of the violation of this Act; or
 - (ii) Be voluntarily provided to another person or entity for use as evidence or for any other purpose.
- (b) Notwithstanding the above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

Section 6 ~~8~~. Definitions

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor.

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

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

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

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

1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance-related functions;
2. Parking ticket devices (PTDs) and related databases;
3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
4. Cameras installed in or on a police vehicle;
5. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
6. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;
7. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;
8. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
9. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;

11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;
12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas;
13. Cameras installed solely to protect the physical integrity of City infrastructure; or
14. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.

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

- (i) Information describing the ~~policing~~ surveillance technology and how it works;
- (ii) Information on the proposed purpose(s) of the ~~policing~~ surveillance technology;
- (iii) If the ~~policing~~ surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted;
- (iv) The fiscal impact of the ~~policing~~ surveillance technology;
- (v) An assessment of whether use of the ~~policing~~ surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.
- (vi) An assessment identifying any potential adverse impacts the ~~policing~~ surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

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

- (i) What specific purpose(s) the ~~policing~~ surveillance technology is intended to advance.
- (ii) Description of the authorization for use of the policing technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the ~~policing~~ surveillance technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will

surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.

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

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

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

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

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

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

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

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

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

Ordinance No. 2024-12-042

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

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

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

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

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

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

WHEREAS, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the

police or other agency seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

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

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

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

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

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

Section 1. Purpose:

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

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

(a) Any City Department seeking to acquire or use new surveillance technology or surveillance data, shall, prior to such acquisition or use obtain written approval by majority vote of the Urbana City Council prior to purchasing, acquiring, or using any new surveillance technology or database (as defined in Attachment A of this Ordinance), which includes

linking or cross-referencing existing databases, adding new categories of data to a database, or using new analytic tools on an existing database.

(b) At least sixty (60) days prior to seeking approval of a surveillance technology or database, the City shall submit to the City Council and make publicly available a written surveillance technology or database “Use Report,” along with a draft of the proposed surveillance technology or database “Use Policy” (as defined in Attachment A of this Ordinance).

(c) The public shall have forty-five (45) days subsequent to filing of the surveillance technology or database “Use Report” and “Use Policy” to submit formal comments to the City Council.

Section 3. Standard for Approval of Surveillance Technology or Database

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

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

(a) For all existing or hereinafter approved surveillance technology and databases in use, a “Policing Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with written approval from City Council.

(ii) The existing surveillance technologies and databases shall require a formal approval process (as outlined in Section 1 and 2 of this Ordinance) as soon as the information on each technology is made available.

(iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval is obtained in accordance with this Ordinance.

Section 5. Contractual Agreements Involving Surveillance Technology & Databases

- (a) Except where otherwise allowed under this Ordinance all contracts or agreements for the acquisition or use of surveillance technology, regardless of duration or cost, shall require formal approval by a majority vote of the City Council prior to execution.
- (b) Prior to approval, the City Department shall provide all members of City Council with an unredacted copy of any and all contract(s) or other agreement(s) for the purchase, acquisition, or use of any new surveillance technology or database.
- (c) The Mayor's Office and all City Departments are hereby prohibited from entering into any contract or other agreement that facilitates the receipt of privately generated and owned surveillance data, or government generated and owned surveillance data, to any non-governmental entity in exchange for any monetary or any other form of consideration from any source, including the assessment of any additional fees, interest, or surcharges on unpaid fines or debts. Any contracts or agreements signed prior to the enactment of this ordinance that violate this section shall be terminated as soon as is legally permissible.

Section 6. Exigent Circumstances

- (a) Notwithstanding the provisions of this ordinance, the Urbana Police Department or other City Department may temporarily acquire or temporarily use surveillance technology in exigent circumstances for a period not to exceed 30 days, with approval from the Mayor or their designee, without following the provisions of approval stated in this ordinance before that acquisition or use.
- (b) If the Urbana Police Department or other City Department acquires or uses surveillance technology in exigent circumstances under this section, the Urbana Police Department or other City Department must:
 - (i) Report that acquisition or use to the City Council in writing within 30 days following the end of those exigent circumstances and the use of the surveillance technology.
 - (ii) Submit a Use Report and, if necessary, a technology-specific Use Policy to the City Council regarding that Surveillance Technology within 30 days following the end of those Exigent Circumstances.
 - (iii) Include that surveillance technology in the next Surveillance Technology Annual Report to the City Council following the end of those Exigent Circumstances.

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

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

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

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

Section 7. Exclusionary Rule; Deletion/Destruction Requirement

- (a) Any data or other information created or collected in contravention of this ordinance, and any data or information derived therefrom, shall be deleted and destroyed as soon as possible, and may not:
- (i) Be offered as evidence by any City government entity, agency, department, prosecutorial office, or any other subdivision thereof, in any criminal or civil action or proceeding against any member of the public, except as evidence of the violation of this Act; or

- (ii) Be voluntarily provided to another person or entity for use as evidence or for any other purpose.
- (b) Notwithstanding the above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

Section 8. Definitions

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

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

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

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

1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance-related functions;
2. Parking ticket devices (PTDs) and related databases;
3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
4. Cameras installed in or on a police vehicle;
5. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
6. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;
7. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;
8. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
9. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;

11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;
12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas;
13. Cameras installed solely to protect the physical integrity of City infrastructure; or
14. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.

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

- (i) Information describing the surveillance technology and how it works;
- (ii) Information on the proposed purpose(s) of the surveillance technology;
- (iii) If the surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted;
- (iv) The fiscal impact of the surveillance technology;
- (v) An assessment of whether use of the surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.
- (vi) An assessment identifying any potential adverse impacts the surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

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

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

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

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

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

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

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

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

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

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

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

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