
DATE: Monday, September 26, 2022
TIME: 6:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 08-22-2022 Minutes
- C. Additions to the Agenda
- D. Closed Session: Collective Bargaining Issues, Pursuant to 5 ILCS 120/2 (c) (2)
- E. Presentation and Public Input
- F. Council Input and Communications
- G. Unfinished Business
- H. Reports of Standing Committees
- I. **Committee of the Whole** (*Council Member Jaya Kolisetty, Ward 4*)
 - 1. Consent Agenda
 - a. **Ordinance No. 2022-09-039:** An Ordinance Annexing Certain Territory to the City of Urbana (1414 West Anthony Drive / Champaign Asphalt Company, LLC) - CD
 - b. **Resolution No. 2022-09-072R:** A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Public Arts Program Operating Support (FY 2023 Urbana Arts and Culture Program) - CD
 - c. **Resolution No. 2022-09-074R:** A Resolution Authorizing Acceptance of a DCEO Grant (Community Development, Violence Prevention, and Administrative Costs) - CD
 - d. **Resolution No. 2022-09-071R:** A Resolution Approving an Intergovernmental Agreement with the Board of Trustees of the University of Illinois Concerning Certified Housing Inspections (Term of 2022 to 2023) - CD
 - e. **Resolution No. 2022-09-073R:** A Resolution Authorizing Acceptance of a DCEO Generate Energy Savings Program Grant (Nevada Street Lighting Project) - CD

2. Regular Agenda

- a.** **Ordinance No. 2022-09-037:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #2 - Omnibus) - HRF
- b.** **Ordinance No. 2022-09-038:** An Ordinance Amending City Code Chapter 5, Building, Fire, and Flood Safety Codes - Fire

J. Reports of Special Committees

K. Reports of Officers

L. New Business

M. Discussion: Fire Station Scoping Follow-up

N. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

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

Accommodation

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Members of the City Council

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

DATE: September 15, 2022

SUBJECT: **An Ordinance Annexing Certain Territory to the City of Urbana (1414 West Anthony Drive / Champaign Asphalt Company, LLC)**

Introduction & Background

Staff requests that City Council consider the attached Ordinance to annex 1414 West Anthony Drive into Urbana. The 8.17-acre tract is currently owned by Champaign Asphalt Company, LLC. The proposed effective date of the annexation is Friday, October 7, 2022.

Discussion

The property at 1414 West Anthony Drive is contiguous to the City limits to the south, across Interstate 74. Champaign Asphalt Company, LLC purchased the property in 2010. They would like to build a new office building on the southern half of the property, which will require a new sewer connection to the Urbana-Champaign Sanitary District. The President and Secretary of Champaign Asphalt Company, LLC have petitioned to annex into Urbana so they can obtain the new sanitary sewer connection. Since the property is immediately contiguous to Urbana, it can be immediately annexed and assigned IN-2, Heavy Industrial zoning without the need for an annexation agreement. The property is currently assessed at \$373,720; at the current tax rate, the City of Urbana could expect \$5,045 in property tax per year as a result of this annexation. Any future development on the site would be built to the codes and requirements of the City of Urbana.

Options

City Council has the following options in this case:

1. Forward the Ordinance to City Council with a recommendation for approval, as part of the consent agenda;
2. Forward the Ordinance to City Council with a recommendation for approval with suggested changes; or
3. Forward the Ordinance to City Council with a recommendation for denial. If the City Council elects to do so, it should articulate the findings supporting its denial.

Recommendation

Staff recommends approval of the proposed Ordinance and placement on the consent agenda.

Attachments: Exhibit A: Annexation Location Map; Exhibit B: Annexation Petition

cc: Joseph Lamb, Champaign Asphalt Company, LLC (Owner/Petitioner)
Andrew Harrington, Harrington Law (Attorney)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF URBANA

(1414 West Anthony Drive / Champaign Asphalt Company, LLC)

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

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Eastern Prairie Fire Protection District, and includes certain territory within the Urbana Township, and Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on September 6, 2022, that this Ordinance would be voted upon at the regular meeting of this Council at 7:00 p.m., Monday, September 26, 2022, and the Affidavit of mailing such Notices was duly recorded with the Recorder of Deeds of Champaign County, Illinois, on the 16th day of September, 2022; and

WHEREAS, a written petition signed by the President and Secretary of Champaign Asphalt Company, LLC, on behalf of the corporation, of all land within such territory, has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within Champaign County’s I-2, Heavy Industrial zoning district and upon annexation will be classified City IN-2, Heavy Industrial in accordance with the provisions for direct zoning conversion specified in the Urbana Zoning Ordinance; and

WHEREAS, it has been determined that said petition complies with all requirements of the law

therefore; and

WHEREAS, the majority of the Members of the Council are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

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

Section 1.

The following described territory be and the same is hereby annexed to the City of Urbana, Illinois:

A portion of the Northeast, Northwest and Southwest Quarters of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the center of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian; thence northerly along the west line of the northeast quarter of said section a distance of 318.5 feet to the point of beginning, being a point on the north right-of-way line of FAI Route 74; thence northerly along the west line of the northeast quarter a distance of 664.9 feet to a point; thence S89° 57' 54"E a distance of 423.78 feet to a point; thence S00° 43'16"E a distance of 671.58 feet to a point on a curve on the north right-of-way line of FAI Route 74; thence along a curve to the right with a chord bearing of S83°01 '29"W, a chord length of 88.98 feet, and a radius of 400 feet to a point of tangency on the north right-of-way of FAI Route 74; thence S89° 24'53"W a distance of 249.47 feet along the north right-of-way of FAI Route 74 to a point; thence N56°42'36"W a distance of 36.06 feet along the north right-of-way of FAI Route 74 to a point; thence S89°36'00"W along the north right-of-way of FAI Route 74, 60 feet, more or less, to the point of beginning.

All situated in Champaign County, Illinois and containing 6.64 Acres, more or less, all as shown on accompanying plat, commonly known for reference as 1414 West Anthony Drive, Urbana, Illinois. The above-described parcel, prior to annexation, has the parcel index numbers 30-21-06-251-003, and following annexation the said parcel should bear the parcel index numbers 91-21-06-251-003.

Section 2.

That the City Clerk be authorized and directed to record a certified copy of this Ordinance together with an accurate map of the territory herein above described in the Recorder's Office of Champaign County, Illinois,

in the Office of the County Clerk, and with the County Election Authority of Champaign County, Illinois.

Section 3.

The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as IN-2, Heavy Industrial upon annexation.

Section 4.

The territory annexed herein is assigned to City of Urbana Ward 3.

Section 5.

To avoid uncertainty regarding public safety responsibilities concerning the property herein annexed, this Ordinance shall take effect at noon on the 7th day of October, 2022 following its passage by the Urbana City Council.

Section 6.

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code. Upon approval of this Ordinance, the City Clerk is directed to record a certified copy with the Champaign County Office of the Recorder of Deeds and transmit one copy of the recorded Ordinance to the petitioner.

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

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

AYES:

NAYS:

ABSTENTIONS:

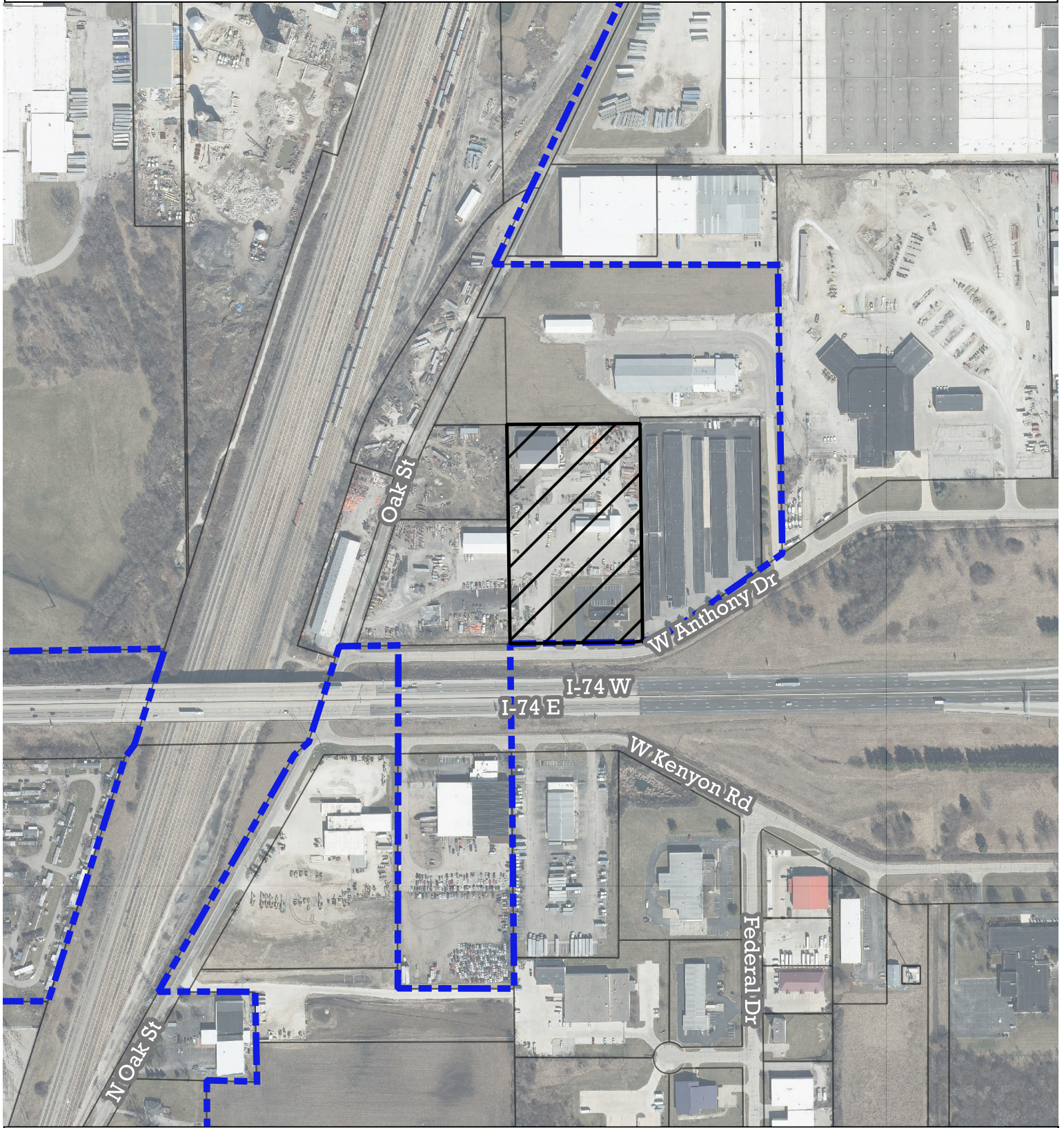
Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



Location Map

Item a.

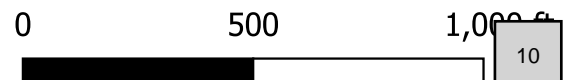


Case No. 2022-A-01
Subject Champaign Asphalt Annexation Petition
Address 1414 W. Anthony Dr.
PIN 30-21-06-251-003
Petitioner Champaign Asphalt Company, LLC

Legend

-  Subject Property
-  Municipal Boundary

Urbana_2020



LEGAL DESCRIPTION

A portion of the Northeast, Northwest and Southwest Quarters of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the center of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian; thence northerly along the west line of the northeast quarter of said section a distance of 318.5 feet to the point of beginning, being a point on the north right-of-way line of FAI Route 74; thence northerly along the west line of the northeast quarter a distance of 664.9 feet to a point; thence $S89^{\circ} 57' 54'' E$ a distance of 423.78 feet to a point; thence $S00^{\circ} 43' 16'' E$ a distance of 671.58 feet to a point on a curve on the north right-of-way line of FAI Route 74; thence along a curve to the right with a chord bearing of $S83^{\circ} 01' 29'' W$, a chord length of 88.98 feet, and a radius of 400 feet to a point of tangency on the north right-of-way of FAI Route 74; thence $S89^{\circ} 24' 53'' W$ a distance of 249.47 feet along the north right-of-way of FAI Route 74 to a point; thence $N56^{\circ} 42' 36'' W$ a distance of 36.06 feet along the north right-of-way of FAI Route 74 to a point; thence $S89^{\circ} 36' 00'' W$ along the north right-of-way of FAI Route 74, 60 feet, more or less, to the point of beginning.

All situated in Champaign County, Illinois and containing 6.64 Acres, more or less, all as shown on accompanying plat.



MAP SHOWING AREA ANNEXED BY CITY ORDINANCE #2022-___-___
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
DATE: JULY 21, 2022

AREA OF ANNEXATION
NEW CITY LIMITS
EXISTING CITY LIMITS
PROPERTY ADDRESS **1414**
W. Anthony Drive

**ENGINEERING
DIVISION**



PUBLIC WORKS DIRECTOR
DRAWN BY: D.A.R. 7/21/2022



Petition for Annexation

ANNEXATION

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed _____ Annexation Case No. _____

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): **Joe Lamb** Phone: **217-356-7280**
Address (street/city/state/zip code): **1414 W. Anthony Drive, Urbana, IL 61802**
Email Address: **jlamb@ChampaignAsphalt.com**
Property Interest of Applicant(s) (Owner, Contract Buyer, etc.): **President and CEO of Owner**

2. OWNER INFORMATION

Name of Owner(s): **Champaign Asphalt Company, LLC** Phone: **217-356-7280**
Address (street/city/state/zip code): **1414 W. Anthony Drive, Urbana, IL 61802**
Email Address: **jlamb@ChampaignAsphalt.com**
Is this property owned by a Land Trust? Yes No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: **1414 W. Anthony Drive, Urbana, IL 61802**
PIN # of Location: **30-21-06-251-003**
Lot Size: **8.17 acres**
Current Zoning Designation: **I-2 Heavy Industry District (Champaign County Zoning)**
Proposed Zoning Designation: **IN-2 Heavy Industrial District**
Current Land Use (vacant, residence, grocery, factory, etc): **Owner's Principal Office & storage yard**
Proposed Land Use: **Owner's Principal Office & storage yard**
Present Comprehensive Plan Designation: **Industrial**
Legal Description (If additional space is needed, please submit on separate sheet of paper):

Commencing at the center of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian; thence northerly along the west line of the northeast quarter of said section a distance of 318.5 feet to the point of beginning, being a point on the north right-of-way of line FAI Route 74; thence northerly along the west line of the northeast quarter a distance of 664.9 feet to a point; thence S89°57'54"E a distance of 423.78 feet to a point; thence S00°43'16"E a distance of 671.58 feet to a point on the north right-of-way of FAI Route 74; thence along a curve to the right with a chord bearing of S83°01'29"W, a chord length of 88.98 feet, and a radius of 400 feet to a point of tangency on the north right-of-way of FAI Route 74; thence 89°24'53"W a distance of 249.47 feet along the north-right-of-way of FAI Route 74 to a point; thence N56°42'36"W a distance of 36.06 feet along the north right-of-way of FAI Route 74 to a point; thence S89°36'00"W along the north right-of-way of FAI Route 74, 60 feet, more or less, to the point of beginning.

To the City Council of the City of Urbana

Champaign County, Illinois

The Applicant, Joe Lamb; respectfully states under oath:

That I, Joe Lamb (*applicant*), am either the sole owner or am authorized by the owner(s) of record of the following legally described land (hereinafter sometimes referred to as the "Tract"), except any public right-of-way property wit: (*Insert Legal Description*)

Commencing at the center of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian; thence northerly along the west line of the northeast quarter of said section a distance of 318.5 feet to the point of beginning, being a point on the north right-of-way of line FAI Route 74; thence northerly along the west line of the northeast quarter a distance of 664.9 feet to a point; thence S89°57'54"E a distance of 423.78 feet to a point; thence S00°43'16"E a distance of 671.58 feet to a point on a curve on the north right-of-way of FAI Route 74; thence along a curve to the right with a chord bearing of S83°01'29"W, a chord length of 88.98 feet, and a radius of 400 feet to a point of tangency on the north right-of-way of FAI Route 74; thence 89°24'53"W a distance of 249.47 feet along the north-right-of-way of FAI Route 74 to a point; thence N56°42'36"W a distance of 36.06 feet along the north right-of-way of FAI Route 74 to a point; thence S89°36;00"W along the north right-of-way of FAI Route 74, 60 feet, more or less, to the point of beginning.

All situated in Champaign County, Illinois.

Together with the following described adjacent public right-of-way which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

W. Anthony Drive

Also known for reference as 1414 W. Anthony Drive, Urbana, Illinois,
(*street address*)

having permanent identification number (PIN) 30-21-06-251-003.

That said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

That at least fifty-one percent (51%) of any and all electors (registered voters) residing in said Tract have signed this petition.

APPLICANT(S) RESPECTFULLY REQUESTS:

1. That the above described Tract(s) be annexed to the City of Urbana by Ordinance of the Mayor and City Council of the City of Urbana, pursuant to Section 7-1-8 of Chapter 24 of the Illinois Municipal Code of the State of Illinois, as amended.
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the City Council on _____, 20 _____ as Ordinance No. _____ and approved by the Mayor of the City of Urbana.

NOTE: All property owners must sign this annexation petition. In the case of corporate ownership, the person(s) signing must be authorized to do so by the corporation board.

Dated this 10th day of July, 2022

OWNER(S): Champaign Asphalt Company, LLC

By: Janet P. Lamb

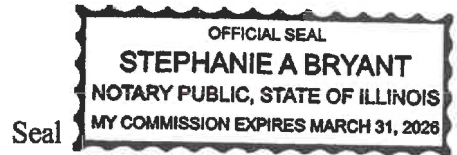
By: _____

By: _____

By: _____

Subscribed and sworn to before me this _____ day of July, 2022.

Stephanie A Bryant
Notary Public



My Commission Expires: 31 day of March, 2026

The undersigned, being electors (registered voters) residing in said Tracts, respectfully state under oath:

1. I am currently registered to vote in Champaign County, Illinois and currently reside in said Tracts.
2. I have read and understand the petition to annex said Tracts and hereby and herewith join in the petition for annexation of said Tracts to the City of Urbana.

ELECTORS:

<u>SIGNATURE</u>	<u>ADDRESS (PLEASE PRINT)</u>
1. <u>James T. Lamb</u>	<u>1414 West Anthony Dr. Urbana, IL 61802</u>
2. _____	_____
3. _____	_____

COUNTY OF CHAMPAIGN)
) SS
 STATE OF ILLINOIS)

I, Stephanie A Bryant, Notary Public in the aforesaid County and State, do hereby certify that each of the persons who signed this petition personally appeared before me and acknowledged that they signed the said petition as their free and voluntary act for the uses and purposes set forth therein.

Stephanie A Bryant
 Notary Public



Seal

My Commission expires the 31 day of March, 2026.

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367

Petition for Annexation
To
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioners, Champaign Asphalt Company, LLC, respectfully state under oath:

1. Petitioners are the sole owners of record of the following legally described tract of land, except any public right-of-way property to wit:

A portion of the Northeast, Northwest and Southwest Quarters of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the center of Section 6, Township 19 North, Range 9 East of the Third Principal Meridian; thence northerly along the west line of the northeast quarter of said section a distance of 318.5 feet to the point of beginning, being a point on the north right-of-way line of FAI Route 74; thence northerly along the west line of the northeast quarter a distance of 664.9 feet to a point; thence S89° 57' 54"E a distance of 423. 78 feet to a point; thence S00° 43'16"E a distance of 671.58 feet to a point on a curve on the north right-of-way line of FAI Route 74; thence along a curve to the right with a chord bearing of S83°01 '29"W, a chord length of 88.98 feet, and a radius of 400 feet to a point of tangency on the north right-of-way of FAI Route 74; thence S89° 24'53"W a distance of 249.47 feet along the north right-of-way of FAI Route 74 to a point; thence N56°42'36"W a distance of 36.06 feet along the north right-of-way of FAI Route 74 to a point; thence S89°36'00"W along the north right-of-way of FAI Route 74, 60 feet, more or less, to the point of beginning.

All situated in Champaign County, Illinois and containing 6.64 Acres, more or less, all as shown on accompanying plat.

Parcel No. 30-21-06-251-003
Address: 1414 West Anthony Drive, Urbana, IL 61802

2. Said Tract is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois at the time of annexation.

PETITIONERS RESPECTFULLY REQUEST:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

Dated this 31st day of August, 2022

Owner:

Joseph P. Lamb
Joseph Lamb, President

8-31-22
Date

Ron Hoyne
Ron Hoyne, Secretary

8-31-22
Date

Subscribed and sworn to before me this

31st day of August, 2022, A.D.



Brandy E. Barnhill
Notary Public

2-11-24
My Commission Expires

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN ILLINOIS ARTS COUNCIL AGENCY (IACA) GRANT FOR
PUBLIC ARTS PROGRAM OPERATING SUPPORT**

(FY 2023 Urbana Arts and Culture Program)

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

WHEREAS, the City operates a public arts program known as the “Urbana Arts and Culture Program” (the “Arts Program”); and

WHEREAS, the City has in one or more years accepted funds from various grants, including Illinois Arts Council Agency (“IACA”) grants, in order to fund the Arts Program; and

WHEREAS, IACA has offered a grant (“Grant”) in the amount of \$8,600 to support the operation of the Arts Program; and

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

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

Section 1. That IACA’s Grant to support the operation of the Arts Program is hereby accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



Item b.

JB Pritzker
Governor
Rhoda A. Pierce
Chair
Joshua Davis-Ruperto
Executive Director

August 20, 2022

City of Urbana
Attn: Rachel Storm
400 S. Vine Street
Urbana, IL 61801

**RE: 2023-0035438, Local Arts Agencies
LAA General Operating Support - 2023**

Dear Rachel Storm,

It is our pleasure to inform you that the Illinois Arts Council Agency (IACA) has awarded City of Urbana a grant of \$8,600.00 from Federal funds through the National Endowment for the Arts Grant # 1903735-61-22, CFDA # 45.025 . This award is contingent upon return of documents outlined in the enclosed memorandum signed by Rachel Lauren Storm no later than September 15, 2022. Failure to meet this deadline may jeopardize your organization's receipt of this award. The process of submitting the Grant Agreement documents has changed with the switching of the application process to Salesforce. Read carefully the instructions given in the memorandum and comply with the procedures outlined there. Terms of the award are fully described in the Grant Agreement.

In accepting this award from the IACA, grantees assume responsibility for complying with all Federal and State accessibility requirements. Grantees must credit public support in all promotional material and public notices in the following manner: *This program is partially supported by a grant from the Illinois Arts Council Agency*. Use of the IACA logo is encouraged wherever possible and can be found on our website ([IACA Logo](#)). Recipients of an award of Federal funds must also acknowledge support from the National Endowment for the Arts in accordance with their guidelines available at the NEA website ([NEA Logo](#)). This recognition is essential to educating audiences on the importance of public support for the arts.

If you have any questions regarding the decision making process, contact Teresa Davis, Program Director, at teresa.n.davis@illinois.gov. Questions regarding grant processing requirements should be directed to Pius Zacharias, Director of Grants Management at pius.zacharias@illinois.gov.

Sincerely,

Rhoda A. Pierce
Chair

Joshua Davis-Ruperto
Executive Director

M E M O R A N D U M

To: City of Urbana

From: Illinois Arts Council Agency

Pius Zacharias, Director of Grants Management

Date: August 20, 2022

Re: Application Number 2023-0035438

For funds approved by the Illinois Arts Council Agency to be released, the following items must be signed, dated, and RECEIVED no later than September 15, 2022. To expedite payment, return all requested materials with the appropriate grant number on each item.

If you have any questions on payment processing, please contact Sandra Velazquez by email at sandra.velazquez@illinois.gov.

IACA GRANT AGREEMENT DOCUMENTS SUBMISSION PROCESS

Please look for emails from *Illinois Arts Council Agency* (IACA) for Award Letter and Grant Agreement documents. The process for the delivery and submission of the IACA Grant Agreement and corresponding documents is done in two steps.

If the grant amount is below \$20,000 the steps are follows:

Step 1

The Grantee will receive the award letter via the email address entered in the Application submitted in Salesforce. The grantee needs to upload the completed documents listed below using the grantee portal in Salesforce (<https://arts-illinois.force.com/>). Please navigate to the application that was submitted and awarded, it will now be found in the Closed tab under Applications. In the Supporting Documents section of the application, it will now list the documents required for upload. After uploading the documents, you are complete. You do not need to submit the application again. Further details and a live demonstration can be viewed here:

<https://illinois.webex.com/webappng/sites/illinois/recording/06bc3cb60a10103aadf3005056843504/playback>

1. W9 Form- A link (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to download the template form is also provided in the portal. Download the W9 Form Rev. October 2018 or later, fill it out, sign, save then upload it into the portal.
2. Legislative Letters -Organizations that receive an IACA award are required to notify by letter their State Representative, State Senator, and the Office of the Governor of the grant amount and the project or program it helps support.

THE GRANT AGREEMENT WILL NOT BE SENT FOR YOUR SIGNATURE IF THE ABOVE DOCUMENTS ARE NOT UPLOADED. FAILURE TO SUBMIT THE REQUIRED DOCUMENTS BEFORE THE DEADLINE MAY RESULT IN THE FORFEITURE OF THE GRANT.

The submitted documents are reviewed by the IACA Grants Office for completeness. After the documents are approved, and the applicant's prior year final report is complete, then the Grant Agreement will be processed by the IACA grants office.

Step 2

The Grantee receives the Grant Agreement and Legal Status Disclosure Certificate through the IACA Item b. Formstack platform and delivered via email to the Authorizing Official listed in the Applicant information in Salesforce. The applicant reviews and electronically signs the Grant Agreement and Legal Status Disclosure Certificate and Federal Funds Addendum (for Federal Funds Grants) and submits the signed forms electronically. There is no longer a need to print, sign, scan or email these documents.

The signed documents are received by the Director of Grants Management at the IACA electronically. The grant agreement is then executed by the Director of Grants Management and processed for payment if all the required documents are received by IACA. Upon fully executing the grant agreement a copy is emailed to the applicant.

If the grant amount is \$20,000 and above the steps are follows:

The Grantee will receive the award letter via the email address entered in the Application submitted in Salesforce. The grantee needs to upload the completed documents listed below using the grantee portal in Salesforce (<https://arts-illinois.force.com/>). Please navigate to the application that was submitted and awarded, it will now be found in the Closed tab under Applications. In the Supporting Documents section of the application, it will now list the documents required for upload. After uploading the documents, you are complete. You do not need to submit the application again. Further details and a live demonstration can be viewed here:

<https://illinois.webex.com/webappng/sites/illinois/recording/06bc3cb60a10103aadf3005056843504/playback>

1. Signed Grant Agreement & Legal Status Disclosure Certificate (electronic signatures are accepted)
2. W9 Form- A link (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to download the template form is also provided in the portal. Download the W9 Form Rev. October 2018 or later, fill it out, sign, save then upload it into the portal.
3. Legislative Letters -Organizations that receive an IACA award are required to notify by letter their State Representative, State Senator, and the Office of the Governor of the grant amount and the project or program it helps support.

The submitted documents are reviewed by the IACA Grants Office. The grant agreement is executed by the Director of Grants Management on behalf of the Executive Director and the grant is processed for payment if all the required documents are received by IACA. Upon fully executing the grant agreement a copy is emailed to the authorizing official email.

GRANT AGREEMENT

Terms of the award are fully described in the Grant Agreement. You will receive your Grant Agreement via e-mail for signature. After careful review, sign electronically and submit.

LEGAL STATUS DISCLOSURE CERTIFICATE

The Legal Status Disclosure Certificate (LSDC) will be included with your Grant Agreement. Please complete and sign where indicated.

GRANT NOTIFICATION LETTERS

Organizations that receive an IACA award are required to notify by letter their state representative, state senator, and the Office of the Governor of the grant amount and the project or program it helps support. Prior to mailing the letters to the legislators, make copies of the letters and submit them via the portal.

According to our records, your legislators and their addresses are as follows:

Hon. JB Pritzker
Governor
207 State Capitol
Springfield, IL 62706

Scott M. Bennett
State Senator
45 E. University Avenue, Suite 206
Champaign, IL 61820-4046

Carol Ammons
State Representative
407 E. University Ave, Suite A
Champaign, IL 61820

If you feel the above information is incorrect, notify the Grants Office.

W-9 FORM

Download the W-9 Form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

PLEASE NOTE: To complete the W-9 form,

Box 1 Name as registered with IRS

Box 2 Leave blank.

Box 3 If certified with IRS as 501(C)(3) Check 'Other' and enter '501(C)(3)'

Box 4 Leave Blank: Exemption Box

Box 5 Enter Street Address

Box 6 Enter City, State and Zip

Box 7 Leave Blank

Requester's name and address: Sandra Velazquez, Illinois Arts Council Agency, Fax # 312-814-1471

Record: Employer Identification Number

Print, Sign, Date and Scan completed form

Upload scanned W-9 forms in Salesforce

FINAL REPORTS

Grant funds awarded in the current year will be held for payment until all final reports from the previous year are filed and approved. The final reports are submitted through Salesforce: <https://arts-illinois.force.com>. A final report that is filed late will cause the grantee to be penalized with a 25% reduction of all current fiscal year awards.

CASH MATCH

As stated in the IACA guidelines, this grant requires a minimum grantee cash match of \$8,600.00

FEDERAL FUNDS ADDENDUM

This grant will be paid from Federal funds through National Endowment for the Arts Grant #1903735-61-22, CFDA # 45.025 and requires your signature on the Federal Funds Addendum form included with your Grant Agreement.

This award letter is emailed to the following emails listed in the application:

Contact Official Email:	rlstorm@urbanaininois.us
Notification Official Email:	rlstorm@urbanaininois.us/arts
Authorizing Official Email:	rlstorm@urbanaininois.us



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 29, 2022

SUBJECT: **A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ILLINOIS ARTS COUNCIL AGENCY (IACA) GRANT FOR PUBLIC ARTS PROGRAM OPERATING SUPPORT (FY 2023 Urbana Arts and Culture Program)**

Introduction and Background

The Urbana Arts and Culture Program was recently awarded a grant by the Illinois Arts Council Agency (IACA) to support general operations of the Arts Program in Fiscal Year 2023. IACA’s funding is awarded to exceptional arts organizations and organizations with significant arts programming.

Discussion

IACA, a state agency, provides operating and technical support to organizations and programs statewide. In doing so, the agency helps keep Illinois’ arts sector vital, vibrant, and accessible to all. IACA’s Program Grant funds provide support to established not-for-profit organizations that create a meaningful impact in their communities through high-quality arts programming.

The grant is an award in the amount of \$8,600 in unrestricted program support. A copy of the grant agreement explaining the terms is attached to the proposed resolution. As indicated, funds received by this grant will be used to support general operations of the Arts Program in FY 2023. Matching funds required for this grant will be entirely covered by the Arts Program expenditures already included in the current City Budget.

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

Fiscal Impact

There is no increase in expenditures related to this grant.

Options

1. Forward to City Council with a recommendation for approval on the consent agenda.
2. Approve the resolution with changes.
3. Do not approve the resolution and forfeit the grant funds.

Recommendation

Staff recommends that the City Council approve the resolution authorizing acceptance of the IACA grant to the Urbana Arts and Culture Program.

Attachment A: A Resolution Authorizing Acceptance of an Illinois Arts Council Agency (IACA) Grant for Public Arts Program Operating Support

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO GRANT
(Community Development, Violence Prevention, and Administrative Costs)**

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

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity (“DCEO”) has awarded a grant (“Grant”) in the amount of \$2,000,000 to the City for community development, violence prevention, and administrative costs; and

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

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

Section 1. That the DCEO’s Grant to reimburse for community development, violence prevention, and administrative costs is accepted by the City and that the City shall abide by the terms and conditions provided by DCEO.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the

Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Urbana City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 15, 2022

SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO Grant (Community Development, Violence Prevention, and Administrative Costs)

Introduction

The City of Urbana received notice from the State of Illinois that a grant in the amount of \$2,000,000 was awarded for Community Development, Violence Prevention, and Administrative costs through the legislative budget. The City will complete the required application materials and will bring future funding agreements to City Council for approval.

Discussion

The Department of Commerce and Economic Opportunity (DCEO) notified the City this grant is structured as reimbursement for projects throughout the course of the grant period. The grant is anticipated to be for a portion of project costs and not for the entirety of a project. The table below outlines the grant budget:

Community Development Capital Improvement Projects	\$1,500,000
Affordable Housing	\$250,000
Violence Prevention Programs	\$200,000
Administrative Costs	\$50,000
Total	\$2,000,000

Fiscal Impact

There will be no fiscal impact on the City General Fund, as the funding comes from DCEO. Funds received will be used for the projects outlined above.

Options

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.

3. Do not forward the Resolution and forfeit the DCEO grant.

Recommendation

Staff recommends that Council support the acceptance of the DCEO grant and approve the attached Resolution.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CONCERNING
CERTIFIED HOUSING INSPECTIONS
(Term of 2022 to 2023)**

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the City to enter into intergovernmental agreements with other units of government including The Board of Trustees of the University of Illinois (the “University”); and

WHEREAS, in past years the City and the University have entered into intergovernmental agreements whereby the City agreed to conduct annual inspections of Private Certified Housing facilities with respect to all applicable City codes and University certified housing standards; and

WHEREAS, the City and the University seek to renew their Agreement Concerning Certified Housing Inspections; and

WHEREAS, the City Council finds that the best interests of the City are served by approving an intergovernmental agreement between the City of Urbana and the Board of Trustees of the University of Illinois for annual inspections of private certified student housing facilities in substantially the form of the exhibit appended hereto and made a part hereof.

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

Section 1. An Agreement between the City of Urbana and the University of Illinois Concerning Certified Housing Inspections, in substantially the form of the exhibit attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Building Safety Division

m e m o r a n d u m

TO: Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 15, 2022

SUBJECT: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CONCERNING CERTIFIED HOUSING INSPECTIONS (Term of 2022 to 2023)

Background & Discussion

The Certified Housing program is a division of the University of Illinois Housing Department, under the Vice-Chancellor of Student Affairs. The goal of the University's Certified Housing Program is to provide safe, healthy, and educationally beneficial housing for single undergraduate students. Each facility must comply with all City and Public Health standards including electrical, plumbing, fire safety, and food sanitation and security regulations.

Since the late 1950's, the City of Urbana Building Safety Division has completed annual inspections to certify that certain private student housing complies with University Certified Housing Standards, the City's Model Codes Adopting Ordinance, and the City's Zoning Ordinance.

To ensure compliance with City of Urbana codes, Building Safety Division Housing Inspectors annually inspect privately-owned buildings in west Urbana that comprise the Certified Housing stock. After all code violations are addressed, staff re-inspects to verify full compliance. Initial inspections begin in September and are typically completed by the end of the month.

The follow-up inspections are usually completed by the end of October each year. In some cases extensions are granted to have all needed work completed by the final inspection date of January 15. This allows time for work to be completed over the holiday break (when students are absent) and to schedule the final inspections. Final payment under the agreement occurs by the end of February each year.

The City sends the invoice in January with the payment due date of February 28 annually. Due to a delay in processing, the previous agreement expired and a new agreement is needed to cover the arrangement through Fiscal Year 2023.

City staff began negotiations in January 2022 and was unable to come to terms for a three-year agreement. Staff negotiated a one-year contract and will continue negotiations for a two-year agreement which will be brought to Council for approval.

Fiscal Impacts

Approval of the Resolution will mean that the University will compensate the City for the services provided for one year in the amount of \$24,800.

Options

The City Council has the following options:

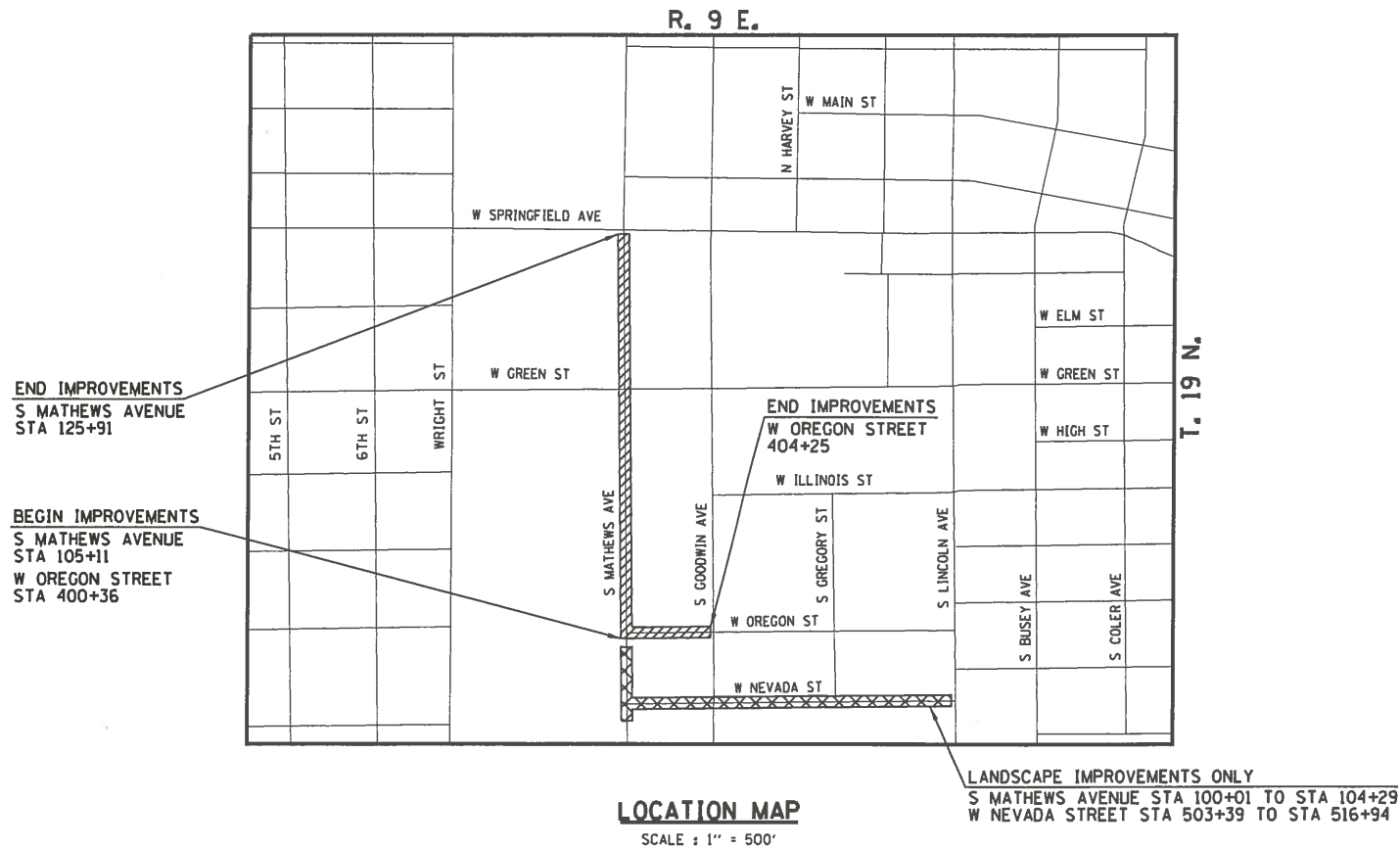
1. Forward the Resolution approving execution of the agreement to City Council on the consent agenda.
2. Approve the Resolution, with certain specified modifications.
3. Do not approve the Resolution and provide further direction to staff.

Recommendation

Staff recommends that the City Council approve the proposed Resolution.

PLANS FOR PROPOSED ROADWAY LIGHTING IMPROVEMENTS

MATHEWS AVENUE OREGON STREET TO SPRINGFIELD AVENUE



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A DCEO GENERATE ENERGY SAVINGS PROGRAM GRANT
(Mathews Avenue Street Lighting Project)**

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

WHEREAS, the Department of Commerce and Economic Opportunity (“DCEO”) has awarded a grant (“Grant”) in the amount of \$93,000 to reimburse the City for the removal of outdated street lights and the installation of modern and more efficient street lights under the Mathews Avenue Street Lighting Project; and

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

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

Section 1. That the DCEO’s Grant to reimburse for the removal of outdated street lights and the installation of modern and more efficient street lights shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the

Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

m e m o r a n d u m

TO: Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: September 15, 2022

SUBJECT: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DCEO GRANT (Mathews Street Lighting Project)

Introduction

The Public Works Department recently completed the Mathews Street Lighting Project, which included the installation of new street lights along Mathews Avenue from Nevada Street to just south of Oregon Street. The project included removal and replacement of the existing light poles and foundations with a modern and more efficient street lighting system.

Discussion

The Department of Commerce and Economic Opportunity (DCEO) had a grant available under the capital improvements section of their Generate Energy Savings Program. This grant was originally programmed as a grant that would be received during the course of the project, however, due to many factors, it was changed into a reimbursement grant that would be paid out after project completion. The grant is only for a portion of the project and not for the entirety of the project.

The total cost of the Mathews Avenue Street Lighting Project was \$531,594.50. The grant awarded from the DCEO is \$93,000. A copy of the grant agreement explaining the terms is attached to the resolution. As indicated, funds received by this grant are a reimbursement for the now completed Mathews Street Lighting Project.

Fiscal Impact

There will be no fiscal impact on the City General Fund, as the funding comes from DCEO. Funds received for the project will be used for future Capital Improvement Projects.

Options

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

Recommendation

Staff recommends that Council support the acceptance of the DCEO grant and approve the attached Resolution.

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #2 - Omnibus)

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

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

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

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

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

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

Section 1.

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

Section 2.

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

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

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

DATE: September 15, 2022

SUBJECT: FY2023 Budget Amendment #2 – Omnibus

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

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

Capital Replacement & Improvement Fund (200):

Street Light Asset Management Plan: The proposal for a Street Light Asset Management Plan came in higher than anticipated due to additional services requested by the City. An additional \$10,000 is requested to cover this increase.

Local Motor Fuel Tax Fund (202):

Pavement Patching and Bituminous Surface Treatment: The City received bids on the Pavement Patching and Bituminous Surface Treatment annual maintenance programs that were higher than anticipated. Staff recommends delaying the Florida Avenue at James Cherry construction and reprioritizing a total of \$155,000 to cover the increased costs of the maintenance programs.

Fiscal Impact: These changes will not increase either recurring revenues or recurring expenditures and will not result a change in the General Fund balance.

Alternatives:

1. Forward the Ordinance amending the FY2023 budget to City Council for approval on September 26, 2022.
2. Amend one or more of the items before forwarding to Council for approval.

Recommendation: Forward the budget amendment authorizing these adjustments to the FY2023 budget for approval at the September 26, 2022 City Council meeting.

Budget Amendment 2022/23 - 02 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
CAPITAL REPLACEMENT & IMPROVEMENT FUND (200)						
<u>Expenditures</u>						
20040470-52105-40606	40606-PLANNING	PLANNING SERVICES	70,000	80,000	10,000	Street light asset mgmt plan
Total Expenditures			10,313,670	10,323,670	10,000	
Ending Fund Balance (estimated)			4,171,470	4,161,470	(10,000)	
LOCAL MOTOR FUEL TAX (202)						
<u>Expenditures</u>						
20240470-53301-40164	40164-CONST-LMFT	HIGHWAY AND STREETS	500,000	345,000	(155,000)	Pavement patching & Bituminous surface treatment
20240470-53301-40108	40108-CONST-LMFT	HIGHWAY AND STREETS	250,000	350,000	100,000	Pavement patching & Bituminous surface treatment
20240470-53301-40114	40114-CONST-LMFT	HIGHWAY AND STREETS	125,000	180,000	55,000	Pavement patching & Bituminous surface treatment
Total Expenditures			2,110,715	2,110,715	-	
Ending Fund Balance (estimated)			319,815	319,815	-	



URBANA FIRE DEPARTMENT

Division of Community Risk Reduction

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Michael Phillips, Fire Code Official
Demond Dade, Fire Chief

DATE: September 20, 2022

**SUBJECT: UPDATE: AN ORDINANCE AMENDING URBANA CITY CODE
CHAPTER 5, ARTICLE XIII - FIRE PREVENTION CODE**

Introduction

On September 19, 2022, Urbana Fire Department presented to the City Council a request to consider an ordinance approving an amendment to the Urbana City Code Chapter 5, Article XIII – Fire Prevention Code to include Brycer, LLC, for a third-party inspection reporting system to submit inspection reports.

Background

Urbana Fire Department explained our need to contract with Brycer, LLC to review all third-party fire protection and life safety system inspection reports for compliance. City Council expressed concern about listing Brycer LLC as the proprietary service provider in the City Code. A recommendation was made to limit the initial term to three years.

Discussion

After discussion, the council directed staff to insert a sunset clause to the proposed amendment. Staff has added the sunset clause in Section 2 of the attached Ordinance. The attached Service-Level Agreement has been updated to include the 3-year clause in the Ordinance and removed the auto renewal provision.

Options

1. Approve the attached Ordinance.
2. Approve the Ordinance with changes.
3. Do not approve the Ordinance.

Recommendation

Staff recommends that the City Council approve the Ordinance amending the Urbana City Code Chapter 5, Article XIII - Fire Prevention Code.

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 20, 2022

Urbana Fire Department
 400 S Vine St
 Urbana, IL 61801

Re: “The Compliance Engine”

Dear Urbana Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Urbana Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term may be renewed for a second three year term by written request by the Client unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees charged by Client. Brycer will charge Client with a processing fee equal to 7% of all fees. Brycer will remit to Client, on a quarterly basis, the amount by which the AHJ Fees exceed the amount of fees due and payable to Brycer in connection with third party inspectors use of the Solution. The amount of the fees due and payable to Brycer in connection with third party inspectors use of the Solution may be amended from time to time.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or

made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

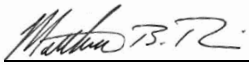
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client’s use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client’s equipment (the “Client Access Software”) and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client’s facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [Urbana Fire Department] for Brycer’s initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client’s data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: 
Its: President

Acknowledged and Agreed to this
___ day of _____, 20___:

[Urbana Fire Department]

By: _____
Its: _____

Exhibit A**Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The is 1-630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

ORDINANCE NO. _____
AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER 5,
ARTICLE XIII – FIRE PREVENTION CODE

WHEREAS, the City of Urbana, Illinois (hereinafter, the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, 5 ILCS 220/1 et seq., and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate and promote public health, safety, and welfare; and

WHEREAS, the City of Urbana adopted Ordinance No. 2011-07-062, which enacted certain codes from the 2009 International Code Series, including Article XIII the Fire Prevention Code; and

WHEREAS, local governments are authorized to enact local amendments to such international codes, including the Fire Prevention Code; and

WHEREAS, certain inspections of buildings and structures within the City are a necessary and essential action to ensure compliance with the Fire Prevention Code and any applicable state laws for building and life safety purposes; and

WHEREAS, the Urbana Fire Department desires to engage Brycer LLC for purposes of a third-party inspection reporting system for the submission of inspection reports to allow the Fire Department to increase the efficiency and monitoring of compliance with the inspection requirements for buildings and structures; and

WHEREAS, adoption of a third-party reporting system for the submission of inspection reports necessitates amending Article XIII of Chapter 5 of the City Code to require submission of reports through such system.

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

Section 1. Urbana City Code Chapter 5, “Building, Fire and Flood Safety Codes”, Article XIII, “Fire Prevention Code”, Section 5-263, “Additions, Modifications and Deletions”, is hereby amended as follows:

Section 901.6.2 “Records” shall be added to read as follows:

901.6.2 Records. Records of all systems inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three (3) years and shall be provided to the Urbana Fire Department, by the company performing the inspection(s), through the third party inspection

reporting system operated by Brycer LLC. Any fees for reporting through said system shall be the responsibility of the company performing the inspection and completing the report.

Section 2. The amendment enacted by this Ordinance, upon its adoption by the City Council and signature by the Mayor, shall be in full force and effect for a 3-year period beginning October 1, 2022 and ending on September 30, 2025, unless otherwise modified or extended by action of the City Council.

Section 3. Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by the authority of the corporate authorities.

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

PASSED BY THE CITY COUNCIL this _____ day of _____, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2022.

Diane Wolfe Marlin, Mayor