
DATE: Monday, October 13, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Closed Sessions: Collective Bargaining Negotiations per ILCS 120/2(c)(2); To consider the Appointment, Employment and Compensation of Specific Employees of the City per ILCS 120/2(c)(1); and Property Acquisition per ILCS 120/2(c)(5)
- F. Council Input and Communications
- G. Unfinished Business
 - 1. **Ordinance No. 2025-09-025:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #2 – Omnibus) – HRF
- H. Reports of Standing Committees
- I. **Committee of the Whole** (*Council Member Christopher Evans, Ward 2*)
 - 1. **Consent Agenda**
 - a. **Resolution No. 2025-10-076R:** A Resolution Approving and Authorizing the Execution of a Community Development Block Grant Subrecipient Agreement (Champaign County Regional Planning Commission TBRA Management FY26) – CD
 - b. **Resolution No. 2025-10-077R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission Tenant Based Rental Assistance FY26) – CD
 - c. **Resolution No. 2025-10-078R:** A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor’s Office (FY26) – CD
 - 2. **Regular Agenda**
- J. Reports of Special Committees

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

K. Reports of Officers

L. New Business

M. Mayoral Appointments

1. *Urbana-Champaign Big Broadband (UC2B) Board*

– Thomas Webb (term ending June 30, 2026)

– Leon D. Wilson (term ending June 30, 2026)

N. Discussion

1. Police Surveillance Technology (Ordinance No. 2024-12-042)

O. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

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

Accommodation

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

- Phone: 217.384.2366
- Email: CityClerk@urbanil.gov



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: September 15, 2025, Committee of the Whole

Subject: An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #2 – Omnibus)

Summary

Action Requested

Forward the budget amendment authorizing these adjustments for approval at the September 22, 2025, City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Brief Background

This ordinance requests Council approval to amend the FY2026 Annual Budget to rebudget some items and provide additional funding for IT hardware.

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

N/A

Previous Council Actions

The City Council approved [FY2026 Annual Budget](#) on June 25, 2025 and [Budget Amendment #1](#) on August 25, 2025

Discussion

Additional Background Information

General Operating Fund Rebudgets:

Certain equipment line items (51411) 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 \$120,599. Additional items that are rebudgeted include \$6,990 for Police uniform items provided by the City, such as ballistic vests; and \$13,914 for periodic physical exams for police officers.

Rebudgets do not affect fund balance because these funds were budgeted, but not spent, last fiscal year.

Information Technology Fund (610):

The budget amendment will increase the Information Technology budget by \$13,455 to replace the email archive hardware. The current device will reach end of life in February, and timely replacement is necessary to ensure continuity of email archiving and compliance with record retention requirements.

Operations Impact

The amendment ensures funding for essential equipment and technology to support operations.

Fiscal and Budget Impact

This amendment has no impact on fund balance in the General Operating Fund. The estimated unassigned ending fund balance in the General Operating Fund is \$12,022,410, or 25.16% of recurring expenditures, which complies with the City's Financial Policies. The balance is \$78,208 higher than the minimum requirement. This amount does not include \$5,473,000 reserved for at-risk federal grant programs or funds set aside for the second and third years of the Community Engagement Team pilot program.

Recommendation

Forward the budget amendment authorizing these adjustments to the FY2026 budget with a recommendation for approval at the September 22, 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 FY2026 Annual Budget.

Attachments

1. An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Darius White, City Administrator

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, 2025 and ending June 30, 2026; 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__.

DeShawn B. Williams, Mayor

Budget Amendment 2025/26 - 02 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL OPERATING FUND (100)						
<u>Expenditures</u>						
10015150-51411		HUMAN RESOURCES & FINANCE ADM: SMALL SCHEDULED EQUIPMENT	1,713	8,048	6,335	REBUDGET - SCHED EQUIPMENT
10015155-51410		HUMAN RESOURCES: SMALL TOOLS & EQUIPMENT	-	2,782	2,782	REBUDGET - SCHED EQUIPMENT
10020201-51600		POLICE PATROL: UNIFORMS	86,501	93,492	6,990	REBUDGET - PD UNIFORMS
10020201-52103		POLICE PATROL: MEDICAL SERVICES	9,742	23,656	13,914	REBUDGET - MEDICAL SERVICES
10030300-51411		FIRE OPERATIONS: SMALL SCHEDULED EQUIPMENT	4,792	6,368	1,576	REBUDGET - SCHED EQUIPMENT
10040400-51411		PUBLIC WORKS ADMINISTRATION: SMALL SCHEDULED EQUIPMENT	481	496	15	REBUDGET - SCHED EQUIPMENT
10040402-51411		LANDSCAPE MANAGEMENT: SMALL SCHEDULED EQUIPMENT	7,229	33,181	25,952	REBUDGET - SCHED EQUIPMENT
10040410-51411		FACILITIES MAINTENANCE: SMALL SCHEDULED EQUIPMENT	14,843	16,741	1,898	REBUDGET - SCHED EQUIPMENT
10040420-51411		TOOL ROOM: SMALL SCHEDULED EQUIPMENT	13,676	94,122	80,446	REBUDGET - SCHED EQUIPMENT
10040440-51411		ENGINEERING: SMALL SCHEDULED EQUIPMENT	6,000	7,595	1,595	REBUDGET - SCHED EQUIPMENT
Total Expenditures			56,100,410	56,241,913	141,503	
Ending Fund Balance (estimated)			17,495,410	17,495,410	-	
 INFORMATION TECHNOLOGY FUND (610)						
<u>Expenditures</u>						
61010106-53440		IT: OTHER EQUIPMENT	28,062	41,517	13,455	EMAIL ARCHIVE HARDWARE
Total Expenditures			1,380,326	1,393,781	13,455	
Ending Fund Balance (estimated)			56,227	42,772	(13,455)	

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT
AGREEMENT**

(Champaign County Regional Planning Commission TBRA Management FY26)

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

WHEREAS, on June 9, 2025, the Urbana City Council passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2025-2026 authorizing certain activities under the Housing Activities Programs; and

WHEREAS, the Champaign County Regional Planning Commission has requested up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) in Community Development Block Grant funds to provide case management and housing counseling for the tenant based rental assistance program.

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

Section 1. That an Agreement providing up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) in Community Development Block Grant funds to Champaign County Regional Planning Commission to provide case management and housing counseling for the tenant based rental assistance program client households, in substantially the form of the

copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn Williams, Mayor

**CITY OF URBANA
COMMUNITY DEVELOPMENT BLOCK GRANT**

INTERGOVERNMENTAL AGREEMENT

SUBRECIPIENT NAME: Champaign County Regional Planning Commission
PROJECT NAME: Administration of TBRA Program
PROJECT ADDRESS: 1776 E Washington Ave., Urbana, IL 61801
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Champaign County Regional Planning Commission a unit of government, (hereinafter the "Subgrantee").

WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2025 and ending June 30, 2026, pursuant to the CDBG Program; and

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2025 and ending June 30, 2026 which allocates a CDBG budget and as amended authorizes establishment of housing counseling for rental clients which includes intake, financial and housing affordability analysis and case management services; and

Whereas, Subgrantee desires to act as a unit of local government to administer the funds which are to be provided for a project identified as administration of a Tenant Based Rental Assistance program); and

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subgrantee for purposes of administering such activities; and

WHEREAS, the City, as a condition of its assistance to the Subgrantee, requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.

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2. The purpose of this Subrecipient Agreement is to pledge a combination of FY 2021, 2022, and 2023, 2024, & 2025 CDBG program funds, subject to funding availability, to assist with administering a TBRA program.
3. The City agrees to grant to the Subgrantee the sum of **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Tenant Based Rental Assistance.
4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project.
5. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
6. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee, and where such modification complies with the CDBG program requirements.
7. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to audit and assure compliance with this Subrecipient Agreement and applicable HUD regulations. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
8. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
9. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
10. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
11. The Subgrantee represents to the City that the Project shall begin on July 1, 2025 and shall terminate on June 30, 2027, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
12. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient

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Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.

13. The Subgrantee shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement to another person without the express written consent of the City and authorization of HUD. In the event Subgrantee seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Subrecipient Agreement, the Subgrantee must demonstrate that an open, impartial and competitive selection process will be used in making any such assignment, conveyance or transfer of its rights, duties and/or obligations.
14. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any Project under the provision of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
16. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.
17. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the Grantor against 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, or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury or liability is contributed to by the negligence of the Grantor 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 Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Grantor, or its officers, employees or agents.
18. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the case management services referred to herein, subject to guidelines of CDBG Housing Counseling for rental clients which includes intake, financial and housing affordability analysis and case management services, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
19. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a

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position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.

- B. This conflict-of-interest provision shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict-of-interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
20. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
- A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement.
 - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County firms and individuals.
 - C. Financial records and payments shall comply with all federal regulations.
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
 - E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
 - F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
21. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement,

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or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. The City may take other action as may be permitted by this Subrecipient Agreement.

If it is the decision of the City to require the repayment to the City of any grant funds provided to the Subrecipient, the Subrecipient agrees to pay back to the City all such funds up to the amount of grant funds provided to them by the City (hereafter called "Recapture") within thirty (30) days.

No delay or omission by the City in exercising any right or remedy available to it under this Subrecipient Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

22. A default shall consist of any use of grant funds for a purpose other than as authorized herein, failure of the Subrecipient to provide the essential services in the minimum amounts and for the minimum time period in accordance with the requirements of housing counseling services as defined by HUD, noncompliance with the Act or Attachment A provisions, failure to return the executed Subrecipient Agreement, failure to maintain detailed financial records concerning the use of the Grant Funds, or any other material breach of the Subrecipient Agreement.
23. In the event of a default by the Subrecipient, the City shall give written notice of such default which notice shall describe the nature of the default and the Section of this Subrecipient Agreement which the City believes was breached. The Subrecipient shall have fourteen (14) calendar days from the date it receives the aforesaid notice to either cure the default or provide evidence in written form that no such default in fact occurred. In the event that the Subrecipient fails to cure the default or provide written evidence that no such default in fact occurred, the City shall have the right to take one or more of the following actions:
 - A. Direct the Subrecipient to submit progress schedules for completing approved activities.
 - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated.
 - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions.

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- D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity.
- E. Reduce or recapture the grant authorized herein.
- F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
- G. Other appropriate action including, but not limited to, any remedial action legally available.

- 24. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment D hereto and made a part hereof.
- 25. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY: Nick Olsen, Interim Manager
Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO THE SUBGRANTEE: Dalitso Sulamoyo
Champaign County Regional Planning Commission
1776 E Washington
Urbana, Illinois 61802

- 26. Any notice required to be given pursuant to this Subrecipient Agreement may be given in any one or more of the following ways and such notice shall be deemed effective as hereinafter stated:
 - A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
 - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.
 - C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

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27. In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Subrecipient Agreement.

28. This Agreement shall be effective as of the date executed by the City.

CITY

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

SUBGRANTEE

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

**ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subgrantee further agrees to the following:

1. It will 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;
2. It will furnish the City and HUD such 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;
3. It will 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;
4. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
5. In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT B
ASSURANCES**

The Subgrantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body 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 the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subgrantee agrees to give maximum feasible priority to very low-income families when administering the Subgrantee program described herein.
4. The Subgrantee 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 Subgrantee and the City, based on the requirements outlined by HUD for the category of eligible activities that the Subgrantee's program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives and Eligible Activities for Entitlement Communities," and the Guide, as amended, shall be incorporated hereto by reference. The Subgrantee is permitted to demonstrate organizational capacity by various methods, including but not limited to:
 - Use of OMB-approved standard information collections when providing financial and performance information;
 - Providing financial data showing performance accomplishments of the Grant award;
 - Cost information shall be distributed to the City to demonstrate cost effective practices;
 - Subgrantee 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.
 - Audits shall be conducted annually.

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5. The Subgrantee agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the Subgrantee uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the Subgrantee 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 E 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.

6. It will comply with
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds 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 the Subgrantee received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

 - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

 - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), 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 insure 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.

 - D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and

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employment be given lower-income residents of Champaign County and contracts for work in connection with the Project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient 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

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- requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension requirements. The Subgrantee 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 Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
7. It will 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.
 8. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, 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 federally 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 City, 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, Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 9. It will 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 grant.

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These assurances are signed with regard to Subgrantee Project No. 25-CDBG-01_of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer

Attest

Date

**ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS**

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds 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 Subgrantee to receive CDBG Program Assistance for its Tenant Based Rental Assistance program

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2025 – June 30, 2027.

SCOPE OF SERVICE

As stated in the Program guidelines, which is incorporated herein as part of this Subrecipient Agreement and attached as Case Management Support.

2. Subgrantee shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the housing counseling activities eligible under the CDBG Program.

General Administration: The Subgrantee shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/Project described above. Subgrantee shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subgrantee certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income households as defined in 24 CFR Part 570.208. Therefore, Subgrantee understands and agrees that activities funded under this Agreement shall benefit households within the following FY26 HUD program income limits, subject to periodic revision by HUD.

Family Size	60% MFI
1 person	\$42,420
2 persons	\$48,480
3 persons	\$54,540
4 persons	\$60,540
5 persons	\$65,400
6 persons	\$70,260
7 persons	\$75,120
8 persons	\$79,920

4. In addition to the normal administrative services required as part of this Agreement, Subgrantee agrees to provide the following levels of program service:

- A. Total Number of Persons To Be Served: Expect to serve 12 persons per year
- B. Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$75,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

- A. The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.
- B. With each subsequent request for reimbursement on a quarterly basis, Subgrantee shall submit copies of Certification of Income forms signed by the participants (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic and race information for each person served shall also be submitted.

6. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31st and June 30th all program income generated by activities carried out with

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CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

- 7. Subgrantee agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31st, January 31st, April 30th, and no later than July 31st. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
- 8. Subgrantee agrees to maintain financial records in accordance with and as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Subpart D, Sections 200.300-200.303, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
- 9. Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subgrantee: Champaign County Regional Planning Commission

Address: 1776 E Washington, Urbana, IL 61802

Signed by: _____

Title: _____

Date: _____

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	Total Number Served	Total Urbana Residents Served
Race and Ethnicity		
Black/African American		
White		
Asian		
Native American/Alaska Native		
Native Hawaiian/Pacific Islander		
Multiple Races		
Hispanic of any race		

	Total Number Served	Total Urbana Residents Served
Income Level		
Extremely Low Income (0-30% MFI)		
Very Low Income (31-50% MFI)		
Low Income (51-60% MFI)		
Moderate Income (61-80% MFI)		

Gender	Male	Female	Other
Total Served			
Total Served From Urbana			

Female Head of Household	Yes	No
Total Served		
Total Served From Urbana		

Income Level	Total Number Served	Total Urbana Residents Served
Total unduplicated clients since last report:		

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Narrative describing the impact of the program and its participants:

[Empty text box for narrative description]

TBRA Case Manager Support

TBRA clients will be provided the opportunity for supportive services and case management. The TBRA Case Manager will have no less than quarterly contact with the client to support housing stability and provide referral information as needed. The TBRA Case Manager will also contact each Client's Landlord no less than quarterly to support housing stability, verifying the status of the Client/Tenant's rent payments and exploring if any Tenant issues have arisen. The TBRA Case Manager will participate in Client-Family Team meetings to support service coordination to support and advance self-sufficiency. The Case Manager will also support the Client in Landlord- Tenant issues and will be available for updates from the Landlord. If issues arise, the Case Manager will discuss the issue with the Tenant and assist with a solution. If the issue is regarding the safety of the property, an inspector may be asked to review the property again.

The TBRA Case Manager will also provide the following services to clients enrolled in the TBRA program:

- Meet with new clients to determine TBRA pilot program eligibility (see Participant Eligibility above).
- Complete all required TBRA paperwork:
 - Application for Rent Assistance (referring case manager and client complete)
 - Completed Income Calculation
 - Verification of Employment
 - Non-Income Affidavit
 - TBRA Income Limits (60% AMI or below)
 - Approval OR Denial Letter
 - Client Rent Calculation Worksheet and Maximum Allowance Rent (need to submit to CCRPC fiscal)
 - Subsidy Award Letter (need to submit to CCRPC fiscal)
 - Fair Market Rent
 - Utility Allowances
 - Request for Unit Approval (landlord and tenant complete)
 - TBRA Information for Landlords (CCRPC provide to landlord)
 - Rent Reasonableness Checklist and Certification (CCRPC complete)
 - Initial Unit Inspection Letter (Provided to landlord; retain copy in client file)
 - Housing Quality Standards (HQS) Inspection Form (CCRPC complete)
 - Inspection Results Letter (Provided to landlord; retain copy in client file)
 - Lead Based Paint Pamphlet (provided to client)
 - Lead Based Paint Disclosure Form (signed by client, landlord, and CCRPC)
 - Lease Addendum (landlord, client, CCRPC sign)
 - Payments Contract (landlord and CCRPC sign; need to submit to CCRPC fiscal)
 - W-9 (landlord complete)
 - Release of Information (client sign for landlord)

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- Notice of Occupancy Rights Under the Violence Against Women Act (provided to all clients)
- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (only completed by client if they are seeking Violence Against Women Act protections)
- Complete quarterly budgets with TBRA clients if not already completed by another provider from the client's care team.
- Coordinate with the client to ensure quarterly visits occur in the TBRA subsidized unit.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 6, 2025, Committee of the Whole

Subject: A Resolution Approving and Authorizing an Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY26

A Resolution Approving and Authorizing an Urbana Community Development Block Grant Subrecipient Agreement for Tenant Based Rental Assistance Case Management FY26

Summary

Action Requested

City Council is being asked to consider two resolutions. The first resolution approves and authorizes an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission (CCRPC) for tenant based rental assistance (TBRA). The second resolution approves and authorizes a CDBG agreement for TBRA case management.

Commission Recommendation

Staff and the City of Urbana Community Development Commission recommend that the Committee of the Whole forward the resolutions to the City Council Consent Agenda.

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

The execution of the subrecipient agreements will further the goals and objectives outlined in the City's 2025-2029 Consolidated Plan, and 2025-2026 Annual Action Plan. Providing rental assistance to low-income households will also address Mayor/City Council Strategic Goals:

2.1 (A) Coordinate with Housing and social service agencies to reduce homelessness

2.1 (B) Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.

Previous Council Actions

The Urbana HOME Consortium has consistently funded RPC's TBRA program for over ten years. On August 5, 2024, Council passed Resolution [2024-07-054R](#) approving a FY25 HOME subrecipient agreement for TBRA. TBRA activities are included in the FY 2025/29 Consolidated Plan/FY 2025/26 Annual Action Plan budgets, approved by Council on June 9, 2025 in Resolution [2025-06-036R](#).

Discussion

Brief Background

The HOME subrecipient agreement with CCRPC will allocate \$300,000 from FY25 HOME program and prior year rollover funds to support a TBRA program for low-income renters.

The CDBG subrecipient agreement will provide \$75,000 to support housing counseling and case management services for CCRPC's TBRA households. Case Management funds will be available for the term July 1, 2025-June 30, 2027.

CCRPC estimates serving 10-15 households with rental assistance and Courage Connection estimates serving 6-10 households. Actual numbers served may differ, due to variations in family size, and monthly rents. Rental assistance will be provided to each eligible tenant for a period of time not to exceed two (2) years.

Fiscal and Budget Impact

There will be no change to the City general fund as a direct result of executing the proposed agreements. The funding proposed for these projects are from HUD allocations for purposes approved in the Consolidated Plan and Action Plan.

Recommendation

Staff and the City of Urbana Community Development Commission recommend that the Committee of the Whole forward the resolutions to City Council Consent Agenda.

Next Steps

If approved by Council, Grants Division staff will execute subrecipient agreements with CCRPC for TBRA and associated Case Management.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement (Champaign County Regional Planning Commission Tenant Based Rental Assistance FY26)

2. Urbana HOME Consortium Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of HOME Program Funds for Tenant Based Rental Assistance FY26
3. A Resolution Approving and Authorizing the Execution of a Community Development Block Grant Subrecipient Agreement (Champaign County Regional Planning Commission TBRA Management FY26)
4. City of Urbana Subrecipient Agreement Designating Champaign County Regional Planning Commission as a Subrecipient of CDBG Program Funds for TBRA Management FY26

Originated by: Nick Olsen, Interim Grants Division Manager

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM FUNDS FOR TENANT BASED RENTAL ASSISTANCE FY26

WHEREAS, On June 9, 2025, the City Council of Urbana, Illinois passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the HOME Investment Partnership Program; and

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 subrecipient 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 2025-2029 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 \$300,000 in HOME Program funds, for the funding of a tenant-based rental assistance program, between the City of Urbana and Champaign County Regional Plan Commission, in substantially the form of the copy of said

Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

DeShawn B. Williams, Mayor

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
DESIGNATING CHAMPAIGN COUNTY REGIONAL PLANNING
COMMISSION AS A SUBRECIPIENT OF HOME PROGRAM
FUNDS FOR**

TENANT BASED RENTAL ASSISTANCE FY26

THIS SUBRECIPIENT AGREEMENT is entered into on _____, 2025, by and between the City of Urbana ("PARTICIPATING JURISDICTION"), and Champaign County Regional Planning Commission ("SUBRECIPIENT").

WHEREAS, the PARTICIPATING JURISDICTION HOME Consortium has been awarded a grant of HOME Investment Partnership Act Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101- 625) ("ACT"); and

WHEREAS, pursuant to the terms of the grant, the PARTICIPATING JURISDICTION as the lead agency for the Consortium is the PARTICIPATING JURISDICTION and is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, pursuant to the Rules and Regulations, the PARTICIPATING JURISDICTION is authorized to contract by agreement with public entities or private non-profit entities for qualified activities and programs; and

WHEREAS, the PARTICIPATING JURISDICTION desires to enter into an agreement with the SUBRECIPIENT to administer a portion of the total HOME Investment Partnership Act Funds received by the PARTICIPATING JURISDICTION HOME Consortium ("HOME FUNDS"); and

WHEREAS the PARTICIPATING JURISDICTION HOME Consortium and SUBRECIPIENT enter into this Agreement pursuant- to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1. Definitions

As used in this Agreement:

- "Activity": An address-specific, eligible use of HOME funds for which an income-eligible beneficiary has been or will be identified.
- "Area Median Income" or "AMI": The median household income distribution range (consisting of two equal parts of one-half of the households falling below the median household income range and one-half being above the median household income range)

for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.

- "HUD": The U.S. Department of Housing and Urban Development, its secretary or a person authorized to act on his/her behalf.
- "HOME Program": The HOME Investment Partnerships Program approved by HUD that governs this Agreement and may be amended from time to time.
- "Household Income": As used in this Agreement, refers to Total Gross Annual Income must be at or below 60% of the area median income limit using the Section 8 Program definition of annual income found at 24 CFR Part 5 A at program entry. All household incomes must be verified using source documents and third-party verification before assistance is provided and re-examined at least annually.
- "City of PARTICIPATING JURISDICTION Grants Management Division": The City of PARTICIPATING JURISDICTION staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the City of PARTICIPATING JURISDICTION as provided by local and HUD regulations
- "Monitoring Agency": The City of PARTICIPATING JURISDICTION Grants Management Division is the designated agency monitoring HOME-assisted housing projects under this Agreement.
- "PARTICIPATING JURISDICTION": The HUD term given to any State or local government that HUD has been designated to administer a HOME Program. The City of PARTICIPATING JURISDICTION is a **PARTICIPATING JURISDICTION**.
- "Program Income": Gross income (repayment, interest, or other appropriate return on investment of HOME funds) received by the SUBRECIPIENT directly generated from the use of HOME funds or Matching Contributions.
- "Project": The activity or group of activities covered by this Agreement as part of a Tenant Based Rental Assistance Program. For this reason, this Agreement references both project and program activities funded with HOME dollars.
- "Project Completion": All necessary requirements have been performed; the project complies with all the requirements of this Agreement; the final drawdown has been disbursed for the project; the SUBRECIPIENT has submitted an acceptable project completion report; and the project completion information has been entered in the Integrated Disbursement and Information System (IDIS) established by HUD.
- "TBRA Program": The Tenant Based Assistant Program governed by this Agreement.

2. Terms of Project/Use of HOME Funds/Scope of Services:

The express purpose of this Agreement is to provide SUBRECIPIENT with funds not to exceed \$300,000 from the PARTICIPATING JURISDICTION's federal HOME allocations from Fiscal Years 2018-2019, 2020-2021, and 2025-2026 which will be used by SUBRECIPIENT to pay for Tenant Based Rental Assistance Program, (hereinafter referred to as the " TBRA Program"). The TBRA Program is defined in this Agreement and specified HOME program requirements and eligible costs per 24 CFR Part 92.209. HOME funds provided under this Agreement come from the PARTICIPATING JURISDICTION

SUBRECIPIENT will pay TBRA on a monthly basis to a landlord on behalf of an eligible tenant.

Assistance will be provided to between twenty (20) and thirty (30) Champaign County households whose head(s) of household are unemployed or underemployed and unable to afford market rate housing with priority for households with children under the age of eighteen (18) years. It is estimated that the program will provide stable housing for eligible households in 12 months increments by placing them into existing market rate rental housing in Champaign County. Assistance per household not to exceed 24 months.

The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income.

SUBRECIPIENT will provide linkage and referral to case management and wrap around services including job training and education through partnerships with other organizations. It is anticipated that each Household's rent subsidy will decline over the period of subsidy as the head(s) of household increase their earning capacity and move toward achieving self-sufficiency at program completion.

SUBRECIPIENT will use HOME funds for Tenant Based Rental Assistance (TBRA) to address the immediate need for affordable housing in Champaign County by placing eligible households in existing rental housing units. Housing units will have a minimum of 1-bedroom, and must be appropriate based on household size. A program goal is to help place TBRA tenants in neighborhoods of their choosing based on their children's school of attendance or other factors that contribute to family and neighborhood stability.

SUBRECIPIENT will foster self-sufficiency by making available Housing Counseling services and referrals to mainstream services over the course of the program. This includes, but is not limited to, assisting tenants earn increased education or credentials, obtain part-time employment while in school, participate in job training, and obtain full-time employment.

The TBRA Program will be administered according the TBRA Program Policy and Procedure Manual, as noted in Exhibit B. Payments will be made for actual expenditures. When a TBRA Program participant signs a lease, SUBRECIPIENT will submit a voucher with source documents of all rent payments to the City for security deposits and monthly rents.

The tenant must have a lease that complies with the requirements in 92.253 (a) and (b).

Furthermore, the following project terms defined as Representations of the SUBRECIPIENT shall apply:

- The SUBRECIPIENT has the requisite power and authority to carry on business as contemplated under this Agreement.
- The execution and performance by SUBRECIPIENT of the terms and provisions of this agreement and all other agreements executed in relation to this agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which SUBRECIPIENT is a party or by which it is bound.

- Financial data, reports, and other information furnished to PARTICIPATING JURISDICTION by SUBRECIPIENT are accurate and complete and fairly present the financial position of the SUBRECIPIENT.
- SUBRECIPIENT shall obtain all necessary governmental permits for the TBRA Program. The undertaking of the TBRA Program will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation of law.
- SUBRECIPIENT represents and warrants that it will have sufficient funds to complete and operate the TBRA Program in accordance with the provisions and requirements of this Agreement.
- SUBRECIPIENT has provided its planned use of TBRA Program funding, an itemized budget for the TBRA Program and a schedule of activities to be performed (Exhibit A). Should the TBRA Program fall out of compliance with the attached schedule, SUBRECIPIENT shall notify PARTICIPATING JURISDICTION in writing immediately and Agreement may be amended at the discretion of PARTICIPATING JURISDICTION.

3. Budget:

The SUBRECIPIENT has been awarded \$300,000 in FY 2026 HOME funds to reimburse eligible TBRA Program expenses as detailed in 24 CFR 92.209. Eligible expenses are security deposit assistance, utility deposit assistance, rental assistance and utility assistance. Utility deposit assistance may be provided only in conjunction with either a rental assistance or security deposit program.

The SUBRECIPIENT may also be reimbursed for National Standards of the Physical Inspection of Real Estate (NSPIRE) inspections for the TBRA Program. PARTICIPATING JURISDICTION will reimburse SUBRECIPIENT for NSPIRE inspections at a rate not to exceed \$100 per unit. SUBRECIPIENT must include the address and date of each inspection in order to receive reimbursement.

SUBRECIPIENT must track all non-federal funds for services, including case management, which may be used as the match contribution for the TBRA program.

4. Roles and Responsibilities:

SUBRECIPIENT and PARTICIPATING JURISDICTION shall at all times observe and comply with Title 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to PARTICIPATING JURISDICTION in the same manner as PARTICIPATING JURISDICTION is required to perform all acts with responsibility to the Federal government.

SUBRECIPIENT will be responsible for the administration and implementation of the TBRA Program. This includes affirmative marketing outreach, application processing and income verification, lead paint notifications, and requesting reimbursement payments.

5. Agreement Period:

This Agreement shall be effective on 07/01/2025 and shall expire on 06/30/2028.

At minimum, a formal assessment of progress will be made on a quarterly basis, with guidance to correct, as needed. SUBRECIPIENT will have ninety (90) days to make changes/corrections to the program if numbers served do not meet expectations set forth in the agreement. If SUBRECIPIENT fails to expend funds by the expiration date of the agreement, unexpended HOME funds may be de-obligated and reallocated to other eligible HOME projects or programs.

If SUBRECIPIENT is delayed in the completion of the TBRA Program by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to PARTICIPATING JURISDICTION and request an extension of time for completion of the TBRA Program.

PARTICIPATING JURISDICTION shall consider the request and make determinations on an extension of time for completion of the TBRA Program as PARTICIPATING JURISDICTION in its sole discretion deems, necessary for completion of the TBRA Program due to the circumstances causing the delay. PARTICIPATING JURISDICTION shall act upon the extension request and recommendation and notify the SUBRECIPIENT of the time extension granted, or of its denial of such request.

6. General Program Requirements:

SUBRECIPIENT agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.

PARTICIPATING JURISDICTION and SUBRECIPIENT are responsible for ensuring that all households assisted under the TBRA Program are eligible, the property is qualified, appropriate documents are executed, and HOME Program processing steps as outlined in this Agreement and found in CFR 24 § 92 are met.

SUBRECIPIENT shall receive and utilize the HOME Program funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the TBRA Program application, this Agreement, applicable Federal laws, Federal Regulations and Executive Orders as well as HUD notifications and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.

Any information or questions regarding this Agreement, project approval, termination, amendments, reports and records required, should be directed to:

City of Urbana
 Manager, Grants Division
 400 South Vine Street
 PARTICIPATING
 JURISDICTION, IL

61801

Champaign County Regional
 Planning Commission
 Director, Community Services
 1776 East Washington Street
 PARTICIPATING
 JURISDICTION, IL 61802

7. Records and Reports:

Recipients are responsible for ensuring that the required financial records are maintained for all HOME Program-assisted projects. The HOME Program regulations require that applicants retain program records. All records pertaining to each fiscal year of HOME Program funds must be retained for the most recent five- year period, except as noted below:

- Written agreements must be retained for five (5) years after the agreement terminates.
- Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- 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.

Reports: At such times and on such forms as HUD or PARTICIPATING JURISDICTION may require, reports shall be furnished to HUD or PARTICIPATING JURISDICTION regarding records, data, and information pertaining to matters covered by this Agreement.

Periodic Review: At regular intervals during the term of this Agreement PARTICIPATING JURISDICTION may conduct on- site and off-site reviews and inspections of the content and progress of SUBRECIPIENT performance. If, as a result of such review, it is the opinion of PARTICIPATING JURISDICTION that revisions to this Agreement are necessary or the methods employed by SUBRECIPIENT are inappropriate, PARTICIPATING JURISDICTION may propose an amendment to this Agreement with such revisions and notify SUBRECIPIENT in writing. Upon receipt of such notification of revision, SUBRECIPIENT shall, within ten (10) days, accept the amendment. Should SUBRECIPIENT not agree to the amendment or reach consensus with PARTICIPATING JURISDICTION on alternative solutions, this Agreement may be terminated.

Submissions: SUBRECIPIENT shall provide other reports and records as required to satisfy HUD inspections, PARTICIPATING JURISDICTION requirements and/or HOME Program requirements.

SUBRECIPIENT will submit quarterly program reports with demographic information on households

in the program required by HUD. Failure of SUBRECIPIENT to comply with requirements will constitute a violation of this contract and may result in the withholding of future payments.

Audit: SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as applicable, and to submit this audit to PARTICIPATING JURISDICTION as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.

Project Files: SUBRECIPIENT shall keep a file on the Project containing information as required by the HOME Program and by PARTICIPATING JURISDICTION as administrator of the HOME Program.

Requests of PARTICIPATING JURISDICTION: At the request of PARTICIPATING JURISDICTION, the SUBRECIPIENT shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, State, or County rules, regulations and policies that are applicable to the TBRA Program and shall give specific answers to questions from PARTICIPATING JURISDICTION, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the TBRA Program.

8. Program Income/Reversion of Assets:

Any Program Income (repayment, interest, or other appropriate return on investment of HOME Program funds) realized from funds governed by this Agreement may be retained by the SUBRECIPIENT for expenditure on additional eligible activities and costs as permitted under this Agreement. Program Income generated as associated with the HOME Program shall be received by the SUBRECIPIENT and be reported to the PARTICIPATING JURISDICTION no later than fifteen (15) days of such receipt.

9. Termination of Agreement or Suspension of Payment and Enforcement

In accordance with 24 CFR Part 85.43, PARTICIPATING JURISDICTION may terminate or suspend this Agreement in whole or in part if SUBRECIPIENT materially fails to comply with any term of this Agreement. PARTICIPATING JURISDICTION will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving SUBRECIPIENT thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set for the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, PARTICIPATING JURISDICTION determines that the remaining portion of the award will not accomplish the purposes for which the award was made, PARTICIPATING JURISDICTION may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44.

Causes for termination shall include by not be limited to the following:

- Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
- Submission by SUBRECIPIENT to PARTICIPATING JURISDICTION of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe
- Improper use of funds provided under this Agreement;
- Failure of SUBRECIPIENT to supply PARTICIPATING JURISDICTION with quarterly or annual reports and the data necessary to the continuing planning process of PARTICIPATING JURISDICTION.
- Suspension or termination by HUD of the HOME Program allocation to HOME Consortium under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, SUBRECIPIENT may readjust its budget and recommend Agreement amendments to PARTICIPATING JURISDICTION.
- Violation of the Conflict-of-Interest requirements identified in this Agreement;
- Failure to comply with the approved project schedule when required by HUD.

All disbursements and payments made to SUBRECIPIENT under this Agreement remain subject to recovery from PARTICIPATING JURISDICTION if violations of any provisions of the Agreement by the SUBRECIPIENT result in HUD seeking recovery of disbursed funds.

PARTICIPATING JURISDICTION may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, PARTICIPATING JURISDICTION will notify SUBRECIPIENT in writing that this Agreement is suspended or terminated.

Upon suspension or termination of this Agreement, SUBRECIPIENT must remit to PARTICIPATING JURISDICTION costs from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination. SUBRECIPIENT will not be liable for any loss or damage to PARTICIPATING JURISDICTION that results directly or indirectly from said suspension or termination.

10. Remedies

- In the event of any violation or breach of this Agreement, including but not limited to, SUBRECIPIENT's misuse or misapplication of funds derived from this Agreement, by SUBRECIPIENT's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the extent permitted by law, agrees to defend, indemnify, and hold PARTICIPATING JURISDICTION harmless from any requirement to repay to HUD the HOME funds received by SUBRECIPIENT for the TBRA Program or penalties and expenses, including attorneys' fees and other costs of

litigation, resulting from such action or omission by SUBRECIPIENT.

- In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section 10, then PARTICIPATING JURISDICTION or SUBRECIPIENT shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.
- As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

11. Other Federal Requirements:

SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Funds in accordance with the ACT and the policies of PARTICIPATING JURISDICTION as applicable to the HOME Program. SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR § 92, Subpart H, including the following:

- The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the TBRA HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; and drug-free workplace.
- Fair Housing and Equal Opportunity: Requirements found in 24 CFR § 92.205 and § 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, nor national origin in programs and activities receiving federal financial assistance; Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a).
- Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 2319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides 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 construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts 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. Completion of the EEOC Certification form is required per this agreement.

- Affirmative Marketing: The Affirmative Marketing requirements found at 24 CFR § 92.351
- Compliance with Section 504 of the Rehabilitation Act of 1973 is applicable to HOME-funded TBRA activities. The SUBRECIPIENT warrants it will comply with Section 504 requirements and has a process for doing so, including:
 - Providing information materials in alternative formats (large print, on tape, etc.);
 - Communicating with hearing impaired applicants; and
 - Making reasonable accommodations to applicants with disabilities.
- § 92.356 Conflict of Interest: Recipients must immediately report to PARTICIPATING JURISDICTION any real, potential or perceived conflict of interest as outlined in 24 CFR Part 35 and 2 CFR Part 200, as applicable, regarding the receipt of, assistance provided with, or expenditure of HOME funds. For example, a potential or perceived conflict of interest may exist when a relative (sibling, cousin, parent, etc.) of the applicant's staff, developer's staff, etc., applies for housing assistance through a HOME- assisted program or in a HOME-assisted property.
- No officer, employee, agent, consultant, elected official or appointed official of the City of PARTICIPATING JURISDICTION or its designees or agents, member of the governing body of PARTICIPATING JURISDICTION or SUBRECIPIENT (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.
- Environmental Reviews: requirements found in § 92.352, 24 CFR Part 58.35 a(4), Units of local government must submit an environmental review record prior to release of funds. PARTICIPATING JURISDICTION will perform the review for nonprofit and for-profit organizations. In either case, this type of program is normally exempt and the environmental review is solely for documentation that the determination has been made.
- Lead-Based Paint: for pre-1978 units the requirements at 24 CFR § 92.353. PARTICIPATING JURISDICTION assigns to SUBRECIPIENT the responsibilities of 24

CFR Part 35 and SUBRECIPIENT is the designated party for all lead-based paint compliance issues. HOME funded TBRA recipients must submit quarterly data identifying units constructed before 1978 that are occupied by children age 6 or under. This information is used to compare against Health Department reports of elevated blood levels.

- Conditions for Religious Organizations per § 92.257: HOME funds may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization in accordance with 24 CFR 92.257. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
- The PARTICIPATING JURISDICTION HOME Consortium adopted an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking on June 2, 2017 in accordance with the Violence Against Women Reauthorization Act of 2013. SUBRECIPIENT shall abide by the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and all applicable stipulations.
- Certification Regarding Lobbying: Pursuant to 2 CFR 200.302, the undersigned representative of the SUBRECIPIENT certifies, to the best of their knowledge and belief, that:
 - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, 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 Agreement, 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 Agreement, 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 SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - The undersigned representative of the SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all

SUBRECIPIENT's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Uniform Administrative Requirements: SUBRECIPIENT shall administer the HOME FUNDS in conformance with the regulations, policies, guidelines and requirements of 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule as they relate to the acceptance and use of Federal funds for the Project:
 - Procurement, Finances, Administration. SUBRECIPIENT shall administer HOME FUNDS such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable and shall follow 24 CFR 92.251 covering utilization of real property
 - Audits. SUBRECIPIENT shall adopt the audit requirements in accordance with 2 CFR Part 200 if the SUBRECIPIENT expends \$750,000.00 or more in federal funds in a year and specifically audit requirements as applicable. Further, PARTICIPATING JURISDICTION shall require an independent agency audit annually, evidence of which must be submitted to PARTICIPATING JURISDICTION. PARTICIPATING JURISDICTION may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of the SUBRECIPIENT. PARTICIPATING JURISDICTION may make an examination of the SUBRECIPIENT's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
 - Cost Principles and Eligible Costs SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
 - SUBRECIPIENT shall permit the authorized representatives of PARTICIPATING JURISDICTION, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

12. Miscellaneous Provisions:

- AMENDMENTS. This Agreement may not be amended without PARTICIPATING JURISDICTION approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this Agreement, nor relieve or release PARTICIPATING JURISDICTION or SUBRECIPIENT from its obligations under this Agreement.

However, PARTICIPATING JURISDICTION may amend this agreement without SUBRECIPIENT approval, to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTICIPATING JURISDICTION and SUBRECIPIENT.

- SUBJECT TO FINANCIAL ASSISTANCE. This Agreement is made subject to financial assistance agreements between PARTICIPATING JURISDICTION and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this Agreement.
- ASSIGNMENT. Except as provided per Rights to Subcontract hereof, SUBRECIPIENT shall not assign this Agreement or any part thereof and SUBRECIPIENT shall not transfer or assign any HOME FUNDS, property or assets acquired using HOME FUNDS or claims due or to become due hereunder, without the written approval of the PARTICIPATING JURISDICTION having first been obtained.
- HEADINGS. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- AGREEMENT DURATION. Unless determined by the PARTICIPATING JURISDICTION pursuant to the terms of this Agreement above, this Agreement will remain in effect for the Affordability Period required by Federal regulation under the Program and record keeping requirements as prescribed herein.

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IN WITNESS WHERE OF, the parties hereto have executed this Agreement on the dates recited below.

PARTICIPATING JURISDICTION

CHAMPAIGN COUNTY REGIONAL
PLANNING COMMISSION

By:

By:

DeShawn B. Williams, Mayor

Executive Director

Date

Date

ATTEST:

By:

Darcy E. Sandefur, City Clerk

[SUBRECIPIENT]

Date

Date

EXHIBIT A
Scope of Service

SUBRECIPIENT: Champaign County Regional Planning Commission

FY 2026 HOME Allocation:	\$300,000
Match Contribution:	\$0
Total:	\$300,000

Program Description

HOME funds will be used to provide affordable housing assistance to low-income residents of the PARTICIPATING JURISDICTION HOME Consortium area in the City of PARTICIPATING JURISDICTION, City of Champaign and in unincorporated Champaign County. Assisted households will have annual incomes at or below 60% of the Area Median in accordance with HOME Regulations. The participating clients follow a team-approved plan for achieving self-sufficiency and make co-payments toward rent (not to exceed 30% of the household income), based on their approved self-sufficiency plan.



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 6, 2025

Subject: A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Summary

Action Requested

City Council is being asked to consider a resolution approves and authorizes a Community Development Block Grant (CDBG) subrecipient agreement with Cunningham Township Supervisor's Office (CTSO) to provide emergency rental assistance using \$58,000 in CDBG public service funds.

Staff recommend the City of Urbana Community Development Commission forward the resolution to the Committee of the Whole with a recommendation of approval.

Relationship to City Services and Priorities

Impact on Core Services

There will be no direct impact on core city services as a result of approving these resolutions. Funds will come from the Department of Housing and Urban Development's Community Development Block Grant allocation. By providing emergency assistance resources to households facing eviction or homelessness, the City may see benefits in the form of reduced stress on emergency resources.

Strategic Goals & Plans

The execution of the subrecipient agreements will further the goals and objectives outlined in the City's 2025-2029 Consolidated Plan, and 2025-2026 Annual Action Plan. Providing rental assistance to low-income households will also address Mayor/City Council Strategic Goals:

2.1 (A) Coordinate with Housing and social service agencies to reduce homelessness

2.1 (B) Continue supporting Tenant-Based Rental Assistance providers through pilot programs that address gaps in services, and by expanding existing programs.

Previous Council Actions

Use of CDBG Public Service funds for emergency rental assistance is included in the City's 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan budgets, as approved by City Council on June 9, 2025.

Discussion

Brief Background

The CDBG subrecipient agreement with CTSO will provide up to \$58,000 to support emergency rental assistance to income-qualifying households. Public Service expenditures in the FY25-26 program year are capped at 15% of the City's annual allocation. Per CDBG regulations, funds may be used to support up to 3 consecutive months of rental or arrearage assistance for income-qualifying households. Emergency rental assistance and homelessness prevention were identified as high priorities in the Needs Assessment of the 2025-2029 Consolidated Plan.

Fiscal and Budget Impact

There will be no change to the City general fund as a direct result of executing the proposed agreements. The funding proposed for this project is from HUD allocations for purposes approved in the Consolidated Plan and Action Plan.

Recommendation

Staff recommend that the Committee of the Whole forward the resolution to City Council with a recommendation of approval.

Next Steps

If approved by Council, Grants Division staff will execute the subrecipient agreement with CTSO for rental assistance.

Attachments

1. A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26
2. Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor's Office FY26

Originated by: Nick Olsen, Interim Grants Division Manager

Reviewed: Olivia Jovine, Director of Community Development Services

Approved: Darius White, City Administrator

RESOLUTION NO. _____

A Resolution Authorizing the Execution of an Intergovernmental Agreement for Rental Assistance Between the City of Urbana and Cunningham Township Supervisor’s Office

WHEREAS, On June 9, 2025, the City Council of Urbana, Illinois passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the Public Service Activity Program; and

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, Cunningham Township Supervisor’s Office operates a rental assistance program for Low- and Moderate-income Urbana residents; and

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

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

WHEREAS, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Intergovernmental 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 FY 2025-2029 Consolidated Plan.

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

Section 1. That an Intergovernmental Agreement pertaining to the provision of rental assistance for Urbana residents, between the City of Urbana and Cunningham Township Supervisor’s Office, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

ABSTAINS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor

INTERGOVERNMENTAL AGREEMENT FOR RENTAL ASSISTANCE BETWEEN THE CITY OF URBANA AND CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois (hereinafter the "City") and Cunningham Township Supervisor's Office (hereinafter the "Subrecipient") (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

WHEREAS, On June 9, 2025, the Urbana City Council passed Resolution No. 2025-06-036R approving the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2025-2029 and Annual Action Plan FY 2025-2026 authorizing certain activities under the Public Service Activity Program.

WHEREAS, the Subrecipient is a unit of local government in Urbana, Champaign County, Illinois; and

WHEREAS, the Subrecipient operates a rental assistance program for income-qualified Urbana residents; and

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

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

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in the provision of rental assistance to low to moderate-income households in Urbana.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that the provision of rental assistance to low- to moderate-income Urbana households is important. The purpose of this Agreement is for the City to provide CDBG Public Service Funds to the Subrecipient for the provision of rental assistance to low- to moderate-income Urbana households.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide CDBG Public Service Funds not to exceed \$58,000 to the Subrecipient for the provision of rental assistance to income qualified Urbana residents.

Section 3. Funding Requirements: Each of the following requirements must be met to utilize CDBG Funds for the purpose specified in this Agreement:

- A. The Subrecipient shall conduct activities as detailed in Attachment A.
- B. The project must occur between July 1, 2025 and June 30, 2026.
- C. Assistance provided through this Agreement shall not exceed \$58,000.
- D. Rental assistance provided under this Agreement shall not exceed three consecutive months.
- E. Rental assistance payments shall be made directly to the property owner or manager on behalf of the individual or household.
- F. Individuals or households receiving assistance must be residents of the City of Urbana.
- G. The Subrecipient must provide reporting information to the city on a quarterly basis in the manner prescribed by the City.
- H. The City will transfer CDBG Funds to the Subrecipient in an amount not to exceed \$58,000 in support of this assistance, available beginning in City fiscal year 2026. The transferred funds shall be provided to the Subrecipient on a quarterly reimbursement basis, based on invoices for eligible costs. For all quarterly payments, the Subrecipient shall submit a Reporting Form and copies of invoices and related documentation. The Reporting Form can be found in Attachment B.

Section 4. Roles and Responsibilities of Subrecipient. The Subrecipient agrees to adhere to funding requirements and provide information needed that include the following:

- A. Subrecipient will adhere to the fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- B. Subrecipient will adhere to all applicable state and federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.
- C. Subrecipient will verify income eligibility of individuals or households prior to providing rental assistance. In order to be eligible, individual or household income must be at or below 80% of the Area Median Income as determined annually by the U.S. Department of Housing and Urban Development. Income guidelines for 2025 can be found in Attachment C.
- D. Subrecipient must submit reporting information to the City as required by the U.S. Department of Housing and Urban Development, upon request of the City. Information will include but is not limited to:
 - a. Household income.
 - b. Household size.
 - c. Demographic information.
- E. Subrecipient will provide to the City, upon reasonable notice, access to and the right to examine such books and records relating to the CDBG funded activity. The Subrecipient will make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.
- F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual

orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law.

- G. The Subrecipient will comply with all applicable statutes, ordinances, and regulations. The Subrecipient shall not use any of these CDBG Funds for lobbying purposes. If it is determined by the City that any expenditure made with CDBG Funds provided under this Agreement is prohibited by law, the Subrecipient will reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

- I. The City shall provide CDBG Funds to the Subrecipient in an amount not to exceed \$58,000. The funds shall be provided to the Subrecipient as a quarterly reimbursement.
- J. The City shall complete and maintain the Environmental Review Record (ERR) for this project in compliance with HUD regulations.
- K. The City shall provide oversight as described in this Agreement for the purpose of ensuring that CDBG Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement

Section 6. Notices: 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.

Subrecipient

Danielle Chynoweth, Supervisor
Cunningham Township Supervisor's Office
205 W Green St
Urbana, IL 61801
Danielle@ctso.org

City of Urbana

Nick Olsen, Interim Manager
Grants Division, City of Urbana
400 S Vine St
Urbana, IL 61801
Nick.Olsen@UrbanaIL.gov

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the Subrecipient shall provide to the City an accounting of the CDBG Funds and shall remit unspent CDBG Funds to the City. Additionally, if the Subrecipient does not spend the CDBG Funds in accordance with the regulations and requirements specified in this Agreement, the Subrecipient will be required to repay the City in the amount of CDBG funds that were utilized incorrectly.

Section 9. Amendments: This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

Section 10. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE CITY OF URBANA

**CUNNINGHAMTOWNSHIP
SUPERVISOR'S OFFICE**

By: _____

By: _____

Date: _____

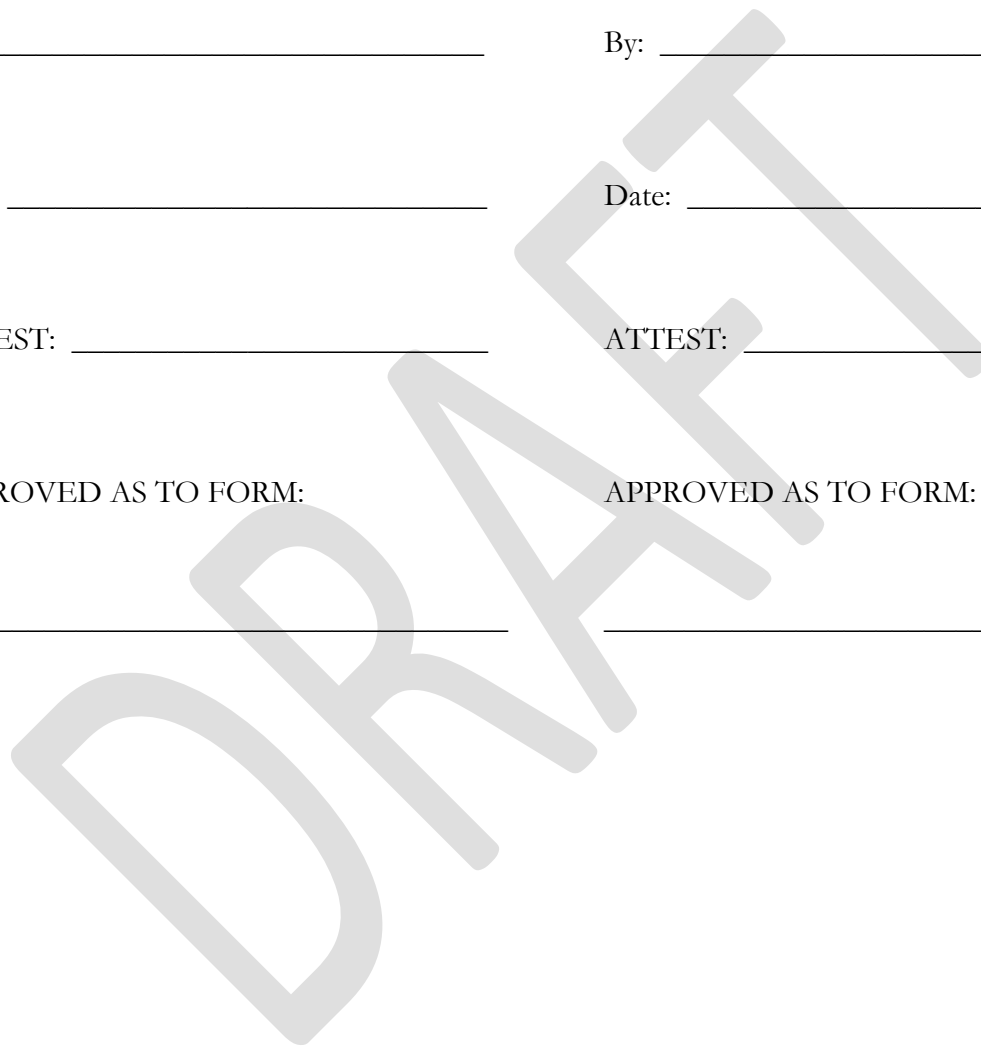
Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Attachment A
Project Description

Cunningham Township Supervisor’s Office shall use CDBG Public Service funds to provide emergency rental assistance support to income qualifying Urbana households. Reimbursable expenses must be incurred in the July 1, 2025-June 30, 2026 period, and shall not exceed 3 months of consecutive rental or arrearage expenses per qualifying household.

DRAFT

**CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC SERVICE ACCOMPLISHMENT REPORTING FORM**

Agency Name: _____ Staff Member: _____

Program: _____ Quarter: _____ Date Range: _____

ACCOMPLISHMENT DATA

Total: _____ (This is the total number of persons served this quarter)

Persons Served Demographics (The sum of each subcategory below must be less than or equal to the "Total" for quarter as reported above)

Race	Total Persons Served	Hispanic Persons
White		
Black/ African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/ African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		

Income Levels	Total Persons Served
Extremely Low (< 30% MFI)	
Low (< 50% MFI)	
Moderate (< 80% MFI)	

Employee Signature: _____ Date: _____

Attachment C

Median Family Income Limits

Champaign County

Family Size	30% MFI	50% MFI	60% MFI	80% MFI
1 person	\$21,200	\$35,350	\$42,420	\$56,550
2 persons	\$24,200	\$40,400	\$48,480	\$64,600
3 persons	\$27,250	\$45,450	\$54,540	\$72,700
4 persons	\$30,250	\$50,450	\$60,540	\$80,750
5 persons	\$32,700	\$54,500	\$65,400	\$87,250
6 persons	\$35,100	\$58,550	\$70,260	\$93,700
7 persons	\$37,550	\$62,600	\$75,120	\$100,150
8 persons	\$39,950	\$66,600	\$79,920	\$106,600

For more details, see: <https://www.huduser.gov/portal/datasets/il/il2025/2025MedCalc.odn>

Effective 6/1/2025



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.UrbanaIL.gov

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

Meeting: October 13, 2025, Council Meeting
Subject: Board and Commission Appointments

Summary

Action Requested

City Council is asked to approve the appointments of Thomas Webb and Leon D. Wilson to the Urbana-Champaign Big Broadband (UC2B) Board for terms ending June 30, 2026.

Brief Background

Thomas Webb has lived in Urbana for 10 years and works as the Information Technology Manager for the City of Urbana. Thomas manages the operation and oversight of all technology-supported systems, applications, and services across the City; is responsible for the design, architecture, and maintenance of its technology infrastructure; provides vision and leadership for IT strategies and initiatives; supervises IT staff; and promotes a work environment grounded in teamwork, creativity, and adaptability. Thomas holds a master's degree in Computer Technology.

"I firmly believe in UC2B's vision of empowering the community through technology. I think when access and education are combined to make technology approachable, it can expand people's reach and access."

Leon D. Wilson has lived in Urbana for 13 years and works as the Information Technology Manager at The Urbana Free Library. Leon oversees the operation and management of all technology-supported systems, applications, and services within the Library; is responsible for the architecture and maintenance of its technology infrastructure; provides vision and leadership for IT strategies and initiatives; supervises IT staff; and exemplifies and models a collaborative, innovative, and resilient work culture. Leon holds a bachelor's degree in Molecular Cellular Biology.

"I believe my background in IT and my dedication to mentorship align closely with UC2B's mission to foster equitable access to education, technology, and opportunity. I would be honored to contribute to this vision as a board member."

Relationship to City Services and Priorities

Impact on Core Services

City of Urbana Board and Commission members play a crucial role in helping City leaders address

specific issues, offering professional expertise, involving the community in decision-making, and connecting residents, City staff, and Council.

Urbana-Champaign Big Broadband (UC2B) Board is a partnership between the cities of Urbana and Champaign and the University of Illinois that works to expand high-speed fiber broadband and improve internet access across the Champaign-Urbana area. Focusing on underserved neighborhoods, UC2B owns and governs the network while partnering with private providers to operate it. The organization promotes open access, equitable service, and broadband adoption through initiatives like library Wi-Fi hotspots, mobile internet programs, and community grants.

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Recommendation

City Council is asked to approve the appointments of Thomas Webb and Leon D. Wilson to the Urbana-Champaign Big Broadband (UC2B) Board for terms ending June 30, 2026.

Next Steps

If approved, the Office of the Mayor will notify Thomas Webb and Leon D. Wilson of their appointments as Commission members and of Open Meetings Act requirements.

Originated by: Kate Levy, Executive Coordinator

Reviewed: Darius White, City Administrator

Approved: DeShawn Williams, Mayor

Department	Database or Tool	Owner or Vendor	Purpose
CD	Third-party data analysis from cellphone usage	Placer.ai	Placer uses anonymized cell data, and only uses location data provided by apps that people have opted into allowing (i.e. individuals have opted in to allow location services for the app). That seems to exclude Placer from Definition 1, 4.a.8, which describes GPS data collection <i>without authorization</i> .
UFD	Drones (never operationalized)	Urbana Fire Department	Our drone program was never actually operational. The intent was to use these at large scale incidents for a higher-level view of the entire incident and better point of vantage to see the progression of the incident, training, size ups, and search and rescue operations. We are also interested in a drone first responder program that could allow us to see incidents before the arrival of our apparatus which could potentially help us reduce our response package.
PW	Miovision	Miovision	Traffic data for intersection and corridor studies.
PW	Streetlight	Hanson (consultant)	GPS data from cell phones, connected vehicles, and other data sources for traffic movements, traffic volumes, and speed traveled. Presumably de-identified.
PW	City of Urbana asset tracking technology	OpenGov Enterprise Asset Management	GPS tracking (vehicles, phones, tablets, etc.).
PW	Contract recycling technology	GFL Environmental Inc.	Contractor utilizes technology that tracks their location and street view to eliminate discrepancies between calls for missed services versus failure of users to place cans out timely.
PW	Third-party data analysis from cellphone usage	For example, Placer.ai	GPS data for traffic information (includes Placer.ai)
PW	Drone footage	CUMTD	Typically used for community promotion and/or marketing pre/post conditions related to capital improvement projects. CUMTD has a drone and has provided assistance with this on projects like Florida Avenue (for RAISE grant), Fire Stations, PW Campus Rehab, as well as the Market at the Square Parking Lot Mural.
HR/F	Third-party administrators of worker's compensation cases	Contracted by a third party	Related to workers comp cases. This could be used in a workers comp proceeding, which would fall under the "criminal and civil action" category. Generally this is done mostly through observation by an investigator, not using specific surveillance technology.
IT	Outlook (electronic mail and calendar)	Microsoft, Intradyn, Barracuda	1) I would argue anyone emailing a City official or employee does not have a reasonable expectation of privacy in that communication. 2) We are required by law to inventory and retain email communications to comply with record keeping requirements [and FOIA]. I agree that including email in "manually operated" seems unusual.
IT	Cybersecurity tools	Microsoft, Barracuda, Blueshift, Cloudflare (State of IL DoIT), Duo, Okta	"Cybersecurity software is designed to protect digital systems and data from unauthorized access, malicious attacks, ransomware, and theft. Its purpose is to safeguard sensitive information, ensure continuity, and maintain trust." IT is concerned about moving "decisions about sensitive and high-risk subject matter one additional degree of separation from the subject matter experts".
UPD	ARCOS (Automation of Reports and Consolidated Orders System)	DEA	Tracks distribution of controlled substances from manufacturers to distributors.
UPD	ASEANAPOL Database	ASEANAPOL	Facilitates intelligence sharing among ASEAN police forces.
UPD	ATF E-Trace	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	Traces firearms recovered in crimes to their source.
UPD	ATS (Automated Targeting System)	Department of Homeland Security (DHS)	Analyzes risk and targets in customs and border protection.
UPD	ByteDance	ByteDance Inc.	Parent company of TikTok; may be listed due to data privacy concerns.
UPD	CA-PPT (Consular Affairs Passport Database)	U.S. Department of State	Manages passport application and issuance records.
UPD	CCD (Consular Consolidated Database)	U.S. Department of State	Consolidates visa and passport information for U.S. citizens and foreign nationals.
UPD	CLEAR (by Thomson Reuters)	Thomson Reuters	Investigative database providing public records and analytics.
UPD	CODIS (Combined DNA Index System)	FBI	Links DNA profiles from crime scenes and offenders.
UPD	Carfax for Police	Carfax Inc.	Provides vehicle history reports and investigative data to police.
UPD	Champaign County Warrants Database	Champaign County	Tracks active warrants issued in Champaign County.
UPD	Concealed Carry License Database	Illinois State Police	Stores data on licensed concealed carry holders in Illinois.
UPD	Cook County Government	Cook County	County government entity; may manage legal and corrections systems.
UPD	Cook County Integrated Criminal Justice Information System	Cook County	Platform for court and criminal justice data integration.
UPD	CrowdTangle	Facebook (Meta)	Tracks engagement and content performance on social media.
UPD	Dataminr	Dataminr Inc.	Real-time alerting and social media signal monitoring platform.
UPD	DepartmentWare	City of Urbana	City employee/department management and workflow system.
UPD	DHS (Department of Homeland Security)	U.S. Department of Homeland Security	Federal agency overseeing national security and immigration enforcement.
UPD	DuckDuckGo	DuckDuckGo Inc.	Privacy-focused search engine; may be monitored by surveillance tools.
UPD	El Paso Intelligence Center (EPIC)	DEA	Fusion center coordinating federal, state, and local intelligence sharing.
UPD	Envisage Technologies	Envisage Technologies	Training and compliance software vendor for public safety agencies.

UPD	European Union	European Union	Intergovernmental body; EU partner in criminal justice cooperation.
UPD	Europol Information System (EIS)	Europol	Database for sharing intelligence among European law enforcement.
UPD	Facebook	Meta Platforms, Inc.	Social media platform used for open-source investigations.
UPD	Geofeedia	Geofeedia Inc.	Social media analytics tool for geolocation and trend tracking.
UPD	Google	Google LLC	Search engine often used in investigations and intel gathering.
UPD	HSIN (Homeland Security Information Network)	Department of Homeland Security (DHS)	Secure information-sharing system for homeland security.
UPD	IAFIS (Integrated Automated Fingerprint Identification System)	FBI	Centralized fingerprint identification system.
UPD	ICJIA Data Portal	Illinois Criminal Justice Information Authority (ICJIA)	State-level criminal justice data and research platform.
UPD	IDENT (Automated Biometric Identification System)	Department of Homeland Security (DHS)	Biometric identification system for DHS.
UPD	ID core	IDI, Inc.	Investigative data provider offering public record analysis.
UPD	Illinois Amber Alert System	Illinois State Police	Search for state prison inmates and case info.
UPD	Illinois Department of Corrections Inmate Search	IDOC	Ticket issuance and tracking system for law enforcement.
UPD	Illinois eCitation Program	Illinois State Police	Terrorism intelligence and information-sharing hub in Illinois.
UPD	Illinois Statewide Terrorism and Intelligence Center (STIC)	Illinois State Police	Notifies victims about status changes in criminal cases.
UPD	Illinois Automated Victim Notification System (AVN)	Illinois Attorney General / IDOC	Image and video-sharing platform monitored in investigations.
UPD	Instagram	Meta Platforms, Inc.	Social media platform used for open-source investigations.
UPD	Interpol 24/7	Interpol	Illinois' centralized law enforcement data system.
UPD	LEADS (Law Enforcement Agencies Data System)	Illinois State Police	Public records search tool used in investigations.
UPD	LexisNexis Accurint	LexisNexis Risk Solutions	Professional networking platform with OSINT uses.
UPD	LinkedIn	Microsoft	Social media platform used for open-source investigations.
UPD	Lost and Stolen Passport Database	U.S. Department of State	Identifies missing and unidentified persons.
UPD	NamUs (National Missing and Unidentified Persons System)	U.S. Department of Justice / NIJ	Narcotics and drug trafficking investigations database.
UPD	NADDIS (Narcotics and Dangerous Drugs Information System)	DEA	Nationwide criminal history and warrant database.
UPD	NCIC (National Crime Information Center)	FBI	Ballistics imaging to link firearms to crimes.
UPD	NIBIN (National Integrated Ballistic Information Network)	ATF	Tracks detailed data on criminal incidents.
UPD	NIBRS (National Incident-Based Reporting System)	FBI	Shares crime-related data between jurisdictions.
UPD	N-DEx (National Data Exchange)	FBI	License plate and violation analytics system (unclear source).
UPD	Platelogix	Possibly PlateLogix Inc.	Tracks persons of interest across EU member states.
UPD	Schengen Information System (SIS)	European Union / Schengen States	Manages foreign students and visa holders in U.S.
UPD	SEVIS (Student and Exchange Visitor Information System)	U.S. Department of Homeland Security (DHS)	Searches exposed internet-connected devices and networks.
UPD	Shodan	Shodan LLC	Archives state communications and digital records.
UPD	SMART (State Messaging and Archive Retrieval Toolset)	Illinois State Archives / CMS	Captures and preserves social media for evidentiary use.
UPD	Social Media Analysis Tools (e.g., X1 Social Discovery)	X1 Discovery Inc.	Tracks cross-border movements and customs violations.
UPD	TECS (Treasury Enforcement Communications System)	U.S. Department of Homeland Security (CBP)	Investigative platform for people and businesses.
UPD	TLOxp (by TransUnion)	TransUnion	Crime statistics reporting system.
UPD	UCR (Uniform Crime Reporting Program)	FBI	Tracks violent serial offenders across jurisdictions.
UPD	VICAP (Violent Criminal Apprehension Program)	FBI	Access program database for U.S. State Dept. guests.
UPD	Wayback Machine (Internet Archive)	Internet Archive	Historical archive of websites and online content.
UPD	WLP (International Visitor Leadership Program Database)	U.S. Department of State	Sex offender registry for public notification.
UPD	Winols Sex Offender Registry	Illinois State Police	Video-sharing platform used for public content monitoring.
UPD	YouTube	Google LLC	Video-sharing platform used for public content monitoring.



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanail.gov

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: September 2, 2025, Committee of the Whole
Subject: List of Technology and Databases for the Ordinance Establishing Approval, Policy, and Reporting Requirements for Surveillance Technology and Databases

Summary

Action Requested

To review the information provided.

Brief Background

The proposed ordinance outlines a framework to ensure that the City's use of surveillance technology and databases is transparent, accountable, and consistent with community expectations regarding privacy, civil liberties, and responsible governance. It establishes requirements for Council approval prior to the acquisition or deployment of such technology, sets standards for its use, and provides for regular reporting to City Council and the public.

Discussion

Additional Background Information

As part of the ordinance discussion, staff have prepared a document listing the surveillance technologies and databases currently in use by the City of Urbana. This inventory is intended to provide Council and the public with a clear picture of the tools presently in use.

It is important to note that the document provided does not represent a final or exhaustive list of all technologies and databases used by the City. This initial inventory will serve as a working document and will be updated as new information becomes available, additional technologies are identified, or new systems are adopted.

Recommendation

Staff recommend that Council review the attached ordinance and accompanying list of technologies and databases, understanding that the list is preliminary and will continue to be refined. Adoption of the ordinance will establish a consistent policy framework for Council oversight and community transparency in the City's use of surveillance technology and databases.

Attachments

1. All Depts Surveillance Tools

Originated by: Tarek Azim, Management Analyst and Darius White, City Administration

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

Meeting: May 19, 2025 Committee of the Whole

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

Sponsors: 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/>

ACLU model legislation: <https://www.aclu.org/documents/community-control-over-police-surveillance-model-bill>

Attachments

1. Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Surveillance Technology and Databases (version 6)
2. Attachment A, Definitions (Ordinance No. 2024-12-042)

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) When evaluating a request for the use of surveillance technology or a database, the City Council may consider a range of factors, including but not limited to:
- i) The potential public safety benefits and effectiveness of the technology.
 - ii) The economic, social, and community costs associated with its implementation and use.
 - iii) Any potential impacts on civil liberties and civil rights, including privacy concerns.
 - iv) The possibility of disparate impacts on specific communities or groups.
 - v) Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.
 - vi) Alternative methods or technologies that could achieve similar outcomes with fewer negative effects

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

- (a) For all existing or hereinafter approved surveillance technology and databases in use, a “**Surveillance** Technology Annual Report” will be publicly available and presented to City

Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with ~~written~~ approval by majority vote from City Council. No more than two (2) extensions shall be granted for any individual technology or database in use.

(ii) The existing surveillance technologies and databases shall require a formal approval process (as outlined in Section 1 and 2 of this Ordinance) as soon as the information on each technology is made available.

(iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, unless otherwise extended, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval by majority vote is obtained in accordance with this Ordinance.

(iv) During the period that continued use is not approved, the technology or database contract shall not be renewed or extended even if the result would be the termination of availability of the use before one hundred eighty (180) days.

Section 5. Contractual Agreements Involving Surveillance Technology & Databases

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

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

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

Section 6. Exigent Circumstances

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

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

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

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

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

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

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

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

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

Section 7. Exclusionary Rule; Deletion/Destruction Requirement

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

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

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

(b) Notwithstanding the above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or

information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

Section 8. Annual Surveillance Technology Report Oversight

- (a) Upon request, representatives of City Council, the Civilian Police Review Board, and the Human Rights Commission shall be given full and open access to information relevant to the enforcement of this ordinance or complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance, in compliance with the Open Meetings Act, City confidentiality policies, and other relevant state and federal laws.
- (b) The Civilian Police Review Board (CPRB) shall collaborate on the Surveillance Technology Annual Report, Use Report, and Use Policy of each surveillance technology or database subject to this ordinance, with a final vote on the recommendation by CBRP before moving to the City Council, Committee of the Whole. (changes to CPRB ordinance)
- (c) The Civilian Police Review Board and the Human Rights Commission shall hear complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance in accordance with Chapter 19 Article 3 and Chapter 12 of the Urbana City Code of Ordinances.

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

Section 8. Community Advisory Committee on Surveillance

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

(1) The membership of the Community Advisory Committee on Surveillance should reflect the diversity of the City's residents, and special efforts should be made to ensure communities that have historically been disproportionately subjected to government surveillance are well-represented.

(2) The Community Advisory Committee on Surveillance shall have a Chair and Vice Chair, who shall be elected annually by the members of the Committee.

(B) Every year, by no later than September 15, the Community Advisory Committee on Surveillance shall produce and submit to the City Council a Surveillance Technology Community Equity Impact Assessment and Policy Guidance, which shall address, at a minimum, the following:

(1) What communities and groups in the City, if any, are disproportionately impacted by the use of surveillance technologies, what disparities were perceived and/or experienced, and what were the resulting adverse impacts on the community's or group's civil rights and/or civil liberties;

(2) With respect to each perceived or experienced disparity identified in response to Section 8(B)(1), what remedial adjustments to laws and policies, including but not limited to prior approvals granted pursuant to Section 1(A), should be made so as to achieve a more just and equitable outcome in the future.

(3) With respect to each remedial adjustment identified in response to Section 8(B)(2), what additional funding, implementation strategies, and/or accountability mechanisms would be needed to effectuate the adjustment; and

(4) In light of the collective responses to Section 8(B)(1)-(3), what new approaches and considerations should the City Council bring to future reviews of applications submitted pursuant to Section 1(A).

Section 9. Definitions

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

- 1) *Exigent Circumstances* means the Urbana Police Chief or their designee's good faith and reasonable belief that an emergency involving danger of death, physical injury, or significant property damage or loss, similar to those that would render it impracticable to obtain a warrant, requires the use of the surveillance technology or the surveillance data it provides. The use of surveillance technology in exigent circumstances shall not infringe upon an individual's right to peacefully protest or exercise other lawful and protected constitutional rights. Exigent circumstances for the purposes of this temporary acquisition and use shall be of the type of emergency situations as contemplated under Chapter 6 of the City Code.

- 2) *Surveillance* means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.

- 3) *Surveillance Data* means any electronic data collected, captured, detected, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology which is used or acquired by the City or operated at the direction of the City.

- 4) *Surveillance Technology* means any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software.
 - a) Examples of Surveillance Technology include, but are not limited to:
 1. International mobile subscriber identity (IMSI) catchers and other cell-site simulators;
 2. Automatic license plate readers;
 3. Electronic toll readers;
 4. Closed-circuit television cameras except as otherwise provided herein;
 5. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
 6. Mobile DNA capture technology;
 7. Gunshot detection and location hardware and services;
 8. GPS tracking systems that monitor an individual's location without authorization;
 9. X-ray vans;

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

b) Surveillance Technology 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.

Links to code and ordinance:

- [Urbana ordinance proposal](#)
- [Oak Park ordinance](#)

“WHEREAS” section

- The key differences here are that Urbana stresses its status as a sanctuary city and its commitment to anti-discrimination. Oak Park is interested in public discussion and civil liberties but makes less mention of racism and anti-immigrant sentiment.
- Urbana: “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” (cites constitution)

☐ = identical or very similar language in the other ordinance

~ = partially similar language in the other ordinance

X = there is no equivalent in the other ordinance

Urbana compared to Oak Park

Urbana Ordinance	Does Oak Park’s ordinance have this?
New surveillance technology or data requires majority vote of city council for approval	☐
Use report and use policy must be submitted to city council at least 60 days prior to seeking approval	~ 30 days prior
Public has 45 days after that submission for public comment	~ Public has 29 days (if I’m reading correctly)
Approval considerations: <ul style="list-style-type: none"> • The potential public safety benefits and effectiveness of the technology. • The economic, social, and community costs associated with its implementation and use. • Any potential impacts on civil liberties and civil rights, including privacy concerns. • The possibility of disparate impacts on specific communities or groups. 	X It is possible that the Oak Park ordinance lists this in a supplemental document, but I was not able to locate it.

<ul style="list-style-type: none">• Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.• Alternative methods or technologies that could achieve similar outcomes with fewer negative effects	
Annual report on surveillance technology publicly available and presented to CC every year	□
For existing tech currently in use: <ul style="list-style-type: none">• Use report and use policy should be presented within 120 days of passing (with possibility for extensions)• Existing tech requires formal approval process• If not approved by CC within 180 days, cessation of use until approved by majority vote• Tech contracts can't be extended while waiting for CC to respond	~ Language on this is not very strong in Oak Park version. It says that if technology has not already been approved, it must be re-approved, but doesn't specify the mechanisms.
Contracts require CC majority vote	X Oak Park prohibits entering into contracts that violate the provisions, but no mention of voting on contracts regarding surveillance and data.
Must have information including NDAs	X NDAs not mentioned
"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 nongovernmental 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"	X
Exigent circumstances allow police to acquire tech for 30 days with approval from mayor. (60 days if extended) <ul style="list-style-type: none">• Tech acquired during exigent circumstances must be reported to CC in 30 days following those circumstances	~ Bullet points are similar, but does not mention 30 days for initial exigent circumstances

<ul style="list-style-type: none"> • use policy must be reported as well • include it in general annual report 	
Reports can be redacted if they relate to ongoing investigations, but have to be submitted in next report	X
Data collected in contravention of ordinance will be destroyed. Can't be used as local evidence or given voluntarily to another entity -- except as exculpatory evidence turned over to a defendant (e.g. if the evidence helps their case)	X "Only keep and maintain data related to the exigent circumstance and dispose of any data that is not relevant to an ongoing investigation" but no mention of data sharing
City council, civilian police review board (CPRB), and HRC have open access by request to all info related to enforcement of this ordinance or complaints about surveillance CPRB helps write up the report and use policy and so forth	X I did not see any mention of this in the Oak Park ordinance, other than the regular reports.
CPRB and HRC hear complaints related to surveillance tech	X

Oak Park compared to Urbana

Oak Park Ordinance	Does Urbana's ordinance have this?
Village board must approve any attempts to get funding for surveillance technology	~ Not as explicitly, but council approves budget and contracts
Village board must approve any acquiring of new surveillance tech	<input type="checkbox"/>
Village board must approve using new/existing tech in a way not previously approved, including sharing surveillance data	~ Section 2.a covers cross-referencing and new tools, not explicitly sharing data (would be covered in use policy)

Village board must approve sharing or acquiring new surveillance data	~ Not as explicitly, covered under general ordinance
Impact report must be submitted 30 days prior to getting approval for any of these things. 24 hours after it's been submitted, it will be posted online for public comment.	~ 60 days prior for "Use Report"
Village board can request revisions before approving or rejecting	<input type="checkbox"/> (Inherent in the right of council, not expressly stated)
Individuals with surveillance technology can still share it with the police	X
Exigent circumstances: <ul style="list-style-type: none"> • Unapproved tech can only be used in exigent circumstances • Must cease using when the situation ends or as soon as practicable, whichever is first • Only keep and maintain data related to the exigent circumstance and dispose of any data not relevant to an ongoing investigation • Within thirty (30) days from when the exigent circumstances began, report must be submitted explaining exigent circumstances and why tech was needed, as well as why the circumstances prevented PD from following approval process. This will be posted online. 	~ Bullet points are similar, but doesn't specify that initial exigency period is limited to 30 days, with no more than two extensions
Annual surveillance report must be submitted (can get a reasonable extension)	<input type="checkbox"/>
The report shall be made publicly available on the Village website within 5 days. Presentation on report. Meeting to present report where citizens can comment on the report. No action necessary but village board can vote to stop using tech or modify the use policy.	~ Not on website, but presented to city council (will be in public packet)
Any Village officer or employee who knowingly violates this article shall be subject to appropriate discipline pursuant to the Village's disciplinary procedures for officers or employees.	X

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 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) When evaluating a request for the use of surveillance technology or a database, the City Council may consider a range of factors, including but not limited to:
- i) The potential public safety benefits and effectiveness of the technology.
 - ii) The economic, social, and community costs associated with its implementation and use.
 - iii) Any potential impacts on civil liberties and civil rights, including privacy concerns.
 - iv) The possibility of disparate impacts on specific communities or groups.
 - v) Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.
 - vi) Alternative methods or technologies that could achieve similar outcomes with fewer negative effects.

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

- (a) For all existing or hereinafter approved surveillance technology and databases in use, a “Surveillance Technology Annual Report” will be publicly available and presented to City

Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology and databases referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with 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) The Civilian Police Review Board (CPRB) shall review each Surveillance Technology Annual Report, Use Report, and Use Policy of surveillance technology or database subject to this ordinance, with a final vote on the recommendation by CBRP before moving to the Urbana City Council Committee of the Whole.
- (b) The Civilian Police Review Board and the Human Rights Commission shall hear complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance in accordance with Chapter 19 Article 3 and Chapter 12 of the Urbana City Code of Ordinances.
- (c) Upon request, representatives of City Council, the Civilian Police Review Board, and the Human Rights Commission shall be given full and open access to information relevant to the enforcement of this ordinance or complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance, in compliance with the Open Meetings Act, City confidentiality policies, and other relevant state and federal laws.

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;
5. ~~#~~ 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.