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**DATE:** Monday, April 08, 2024  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
  - 1. 02-19-2024 Committee of the Whole Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Jaya Kolisetty, Ward 4*)
  - 1. Consent Agenda
    - a. **Ordinance No. 2024-04-017:** An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Trails Drive at Myra Ridge Drive) – PW
    - b. **Resolution No. 2024-04-016R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class A Designation for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill. – Exec
  - 2. Regular Agenda
    - a. **Resolution No. 2024-04-015R:** A Supplemental Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Philo Road Resurfacing) – PW
    - b. **Ordinance No. 2024-04-016:** An Ordinance Amending Urbana City Code Chapter 3.5 – Ambulance Service – Exec
    - c. **Resolution No. 2024-04-014R:** A Resolution Granting an Ambulance Service Franchise with Arrow Ambulance – Exec
- H. Reports of Special Committees
- I. Reports of Officers

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

**J. New Business**

- [1. Resolution No. 2024-04-017R: A Resolution Approving an Intergovernmental Agreement Regarding Illinois American Water Company Rate Increase Case – Exec](#)

**K. Mayoral Appointments**

- [1. Staff Appointment](#)

Thomas E. Webb, Jr. - Information Technology Manager (effective April 15, 2024 through June 30, 2025)

**L. Discussion**

- [1. Ward Maps Continuing Discussion](#)

**M. Adjournment**

## **PUBLIC INPUT**

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

### **Email Input**

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

### **Written Input**

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

### **Verbal Input**

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

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

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

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a

speaker who engages in the conduct or behavior proscribed under “Verbal Input”. Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker’s microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

**Accommodation**

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

- Phone: 217.384.2366
- Email: [CityClerk@urbanillinois.us](mailto:CityClerk@urbanillinois.us)



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 1, 2024 Committee of the Whole  
**Subject:** An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Trails Drive at Myra Ridge Drive)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached ordinance that would require both directions of traffic on Trails Drive to stop before entering the intersection at Trails Drive and Myra Ridge Drive, converting the intersection to an all-way stop.

#### *Commission Recommendation*

During its January 9, 2024 meeting, the Traffic Commission unanimously voted to recommend the stops signs on Trails Drive, converting the intersection at Trails Drive and Myra Ridge from a two-way stop to an all-way stop as proposed in the attached ordinance. The unapproved minutes from this meeting are attached, along with a location map for illustration.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Traffic control at the intersection of streets is a core service provided by the City, as stated in Section 23-21 of City Code: “It shall be the general duty of the city traffic engineer to determine the installation and proper timing and maintenance of traffic-control devices, ... to plan the operation of traffic on the streets and highways of this city.”

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

### Discussion

#### *Additional Background Information*

Public Works has received concerns that motorists stopped at this intersection do not have adequate visibility of eastbound traffic on Trails Drive. These concerns were reviewed by the Engineering Division and it was found that, due to the significant curvature of Trails Drive and visual obstructions like parked cars and houses, the intersection sight distance for motorists stopped at this intersection falls short of the distance recommended by the Illinois Department of Transportation.

Stop signs for each direction of Trails Drive at Myra Ridge Drive were installed in January as a temporary regulation, according to Section 23-22 of City Code.

*Recommendation*

City Council is asked to pass the attached ordinance that would require traffic on Trails Drive to stop before entering the intersection at Trails Drive and Myra Ridge Drive.

*Next Steps*

If the attached ordinance is passed, staff will update Schedule H of Section 23-93 accordingly.

**Attachments**

1. Ordinance No. 2024-04-\_\_\_: An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Trails Drive at Myra Ridge Drive).
2. Unapproved Minutes of the January 9, 2024 Meeting of the Traffic Commission.
3. Location Map for Stops on Trails Drive.

Originated by: Riley Jones, Civil Engineer I

Reviewed: John C. Zeman, City Engineer

Approved: Carol Mitten, City Administrator

**ORDINANCE NO. 2024-04-\_\_\_\_\_**

**AN ORDINANCE AMENDING SCHEDULE H OF SECTION 23-93  
OF THE URBANA LOCAL TRAFFIC CODE  
REQUIRING STOP SIGNS AT A CERTAIN INTERSECTION  
(TRAILS DRIVE AT MYRA RIDGE DRIVE)**

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

**WHEREAS**, the City of Urbana has adopted a local traffic code, which is set forth in its ordinances as Section 23.1 et seq.; and

**WHEREAS**, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to install and maintain traffic-control devices on its streets.

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

**Section 1.** Schedule H of Section 23-93, entitled "Stop Signs Pursuant to Section 23-93" of Article VIII of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following intersections where drivers of vehicles shall be required to stop before entering the intersections:

<u>Name of Street</u>	<u>Direction</u>	<u>Intersecting Street</u>
Trails Drive	Eastbound	Myra Ridge Drive
Trails Drive	Westbound	Myra Ridge Drive

**Section 2.** All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 3.** This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 4.** The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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





**DATE:** January 9, 2024  
**TIME:** 12:30 PM  
**PLACE:** 706 South Glover Avenue, Urbana, IL 61802

## UNAPPROVED MINUTES

**Members Present:** Chaundra Bishop, John Zeman

**Members Absent:** Richard Surles

**Others Present:** Riley Jones

### A. Call to Order and Roll Call

Chaundra Bishop called the meeting to order at 12:30 pm. Roll call was taken. A Quorum of Members was present.

### B. Approval of Minutes of Previous Meeting

#### 1. September 5, 2023 Meeting Minutes

John Zeman motioned to approve the minutes, Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

### C. Public Input

#### 1. Request for Four Way Stop Control: Myra Ridge Drive and Trails Drive

John read 3 concerns requesting a four way stop at Myra Ridge Drive and Trails Drive.

### D. Unfinished Business

None

### E. New Business

#### 1. 2024 Meeting Calendar

The 2024 meeting calendar was presented. The Traffic Commission will continue to meet on the first Tuesday of each month at 12:30 pm; with the possibility of changing the frequency at some point. Chaundra Bishop motioned to approve the meeting calendar, John Zeman seconded. Motion approved with a unanimous voice vote.

#### 2. Request for Four Way Stop Control: Myra Ridge Drive and Trails Drive

Riley began an analysis of this intersection in September 2023. Riley talked about site distance in this area & the concerns of the obstructed views. After a short discussion, it was determined that the request is warranted for the four way stop. The next steps would be to install stop signs and get City Council to approve. If City Council does not approve, the temporary signs will come down.

John Zeman motioned to approve the installation of temporary stop signs to make a four way stop. Chaundra Bishop seconded. Motion approved with a unanimous voice vote.

### F. Adjournment

The meeting adjourned at 12:40 p.m.



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

**A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS A DESIGNATION FOR YELLOW RABBIT LLC D/B/A YELLOW RABBIT, 136 WEST MAIN STREET, URBANA, ILL.**

**WHEREAS**, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

**WHEREAS**, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

**WHEREAS**, an application for a liquor license in the Class A designation has been submitted to the Local Liquor Commissioner; and

**WHEREAS**, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class A designation by one for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill.

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

The maximum number of liquor licenses in the Class A designation is hereby increased by one for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

**PASSED BY THE CITY COUNCIL** this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

**APPROVED BY THE MAYOR** this Date day of Month, Year.

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Diane Wolfe Marlin, Mayor



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

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

**Meeting:** April 1, 2024, Committee of the Whole Meeting  
**Subject:** Increasing the Number of Class A Liquor Licenses for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill.

### Summary

#### *Action Requested*

City Council is asked to approve the attached resolution that would increase the number of Class A liquor licenses in the City of Urbana.

#### *Brief Background*

Yellow Rabbit LLC, doing business as Yellow Rabbit, has applied for a Class A (Retailer's On-premises Consumption) liquor license for their establishment at 136 West Main Street in Urbana.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

In all instances, City staff first reviews the liquor license application. If it receives the Mayor's endorsement, it is then forwarded to the City Council for their final approval to grant the license.

### Discussion

#### *Additional Background Information*

A Class A license permits the sale and service of all alcoholic liquor for on-premises consumption only, either by the drink or in original package form, on the licensee's premises unless otherwise specified. Additionally, the licensee may choose to allow individuals aged 18, 19, and/or 20 in the public areas of the premises with prior written notice to the local commissioner.

Selling, serving, or letting others sell, serve, or offer alcoholic beverages in the city is not allowed without the required license or if it doesn't comply with the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Liquor Commissioner can issue a notice to address litter, and if it's not fixed within 24 hours, the license could be revoked, or other legal action may be taken.

*Recommendation*

City Council is asked to approve the Class A liquor license for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill.

*Next Steps*

If the attached ordinance is approved, the Deputy Liquor Commissioner will prepare and issue a Class A liquor license for Yellow Rabbit LLC d/b/a Yellow Rabbit, 136 West Main Street, Urbana, Ill. with an expiration date of June 30, 2024.

**Attachments**

A Resolution Approving an Increase in the Number of Liquor License in the Class A Designation

Originated by: Kathryn B. Levy, Executive Coordinator/Deputy Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor/Liquor Commissioner

Approved: Carol J. Mitten, City Administrator



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 8, 2024 City Council  
**Subject:** A Supplemental Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Philo Road Resurfacing)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached supplemental resolution to appropriate \$530,000 of additional State Motor Fuel Tax (State MFT) funds for the Philo Road Resurfacing project.

#### *Brief Background*

The City utilizes State MFT funds for a project by first passing a resolution through Council to appropriate an amount. The Illinois Department of Transportation (IDOT), which oversees the State MFT program, verifies that the City will have an adequate balance in its State MFT fund throughout the life of the project before approving the appropriation. Adequate State MFT funds must be appropriated before the City can enter engineering agreements or construction contracts that are paid with State MFT.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

The original project budget in the FY22 Capital Improvement Plan (CIP) was \$1,600,000 to resurface segments of Philo Road, Colorado Avenue, and Anderson Street. The original State MFT resolution for \$1,600,000 for this project was passed on December 13, 2021 as Resolution No. 2021-12-048R. In the FY24 CIP, the project was modified to eliminate the section of Anderson Street from the scope and enhance the rehabilitation of Colorado Avenue as design investigations deemed these sections not suitable for rehabilitation from resurfacing alone. This also resulted in an increase in the project budget to \$3,600,000. The project page in the FY24 CIP is included as an attachment, for your reference.

**Discussion**

*Additional Background Information*

Philo Road and Colorado Avenue were designed under a single contract as one project, but each street segment will be constructed separately due to financial limitations. Philo Road is scheduled for construction in 2024 (with a target bid opening date of April 12, 2024), and Colorado Avenue is scheduled for construction in 2025.

*Fiscal and Budget Impact*

\$334,095	Design – Philo & Colorado
\$1,600,000	Construction – Philo Road
<u>\$195,905</u>	<u>~10% Contingency</u>
\$2,130,000	Project Estimate
<u>-\$1,600,000</u>	<u>Original State MFT Resolution Appropriation</u>
\$530,000	Supplemental State MFT Resolution Appropriation

*Note: Any unspent appropriated money will return to our State MFT fund balance upon project closeout.*

*Recommendation*

City Council is asked to pass the attached supplemental resolution to appropriate \$530,000 of additional State MFT funds for the Philo Road Resurfacing project.

*Next Steps*

If the attached resolution is passed, staff will submit the resolution to IDOT and proceed with the bid opening for the Philo Road Resurfacing project. A subsequent supplemental State MFT resolution will be required prior to bidding Colorado Avenue construction, after the construction budget is verified by final design and construction documents.

**Attachments**

1. Resolution 2024-04-015R – Resolution for Improvement Under the Illinois Highway Code
2. Capital Improvement Plan FY2024-FY2028, Project Page for Philo Road and Colorado Avenue

Originated by: John C. Zeman, City Engineer  
 Reviewed: Tim Cowan, Public Works Director  
 Approved: Carol Mitten, City Administrator





Resolution for Improvement Under the Illinois Highway Code

Item a.

Is this project a bondable capital improvement?
[X] Yes [ ] No

Table with Resolution Type (Supplemental), Resolution Number (2024-04-015R), and Section Number (21-00639-00-RS)

BE IT RESOLVED, by the Council of the City of Urbana, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Rows include Philo Road, Anderson Street, and Colorado Avenue.

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA resurfacing of all listed streets, curb ramp reconstruction for ADA compliance, pavement patching, driveway approach removal/replacement, curb and gutter removal/replacement, and other miscellaneous work incidental to construction.

2. That there is hereby appropriated the sum of five hundred thirty thousand and 00/100

Dollars ( \$530,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Darcy Sandefur, Clerk in and for said City of Urbana.

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Urbana at a meeting held on [Date].

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [Day] day of [Month, Year].



**Illinois Department  
of Transportation**

(SEAL, if required by the LPA)

**Resolution for Improvement** Item a.  
**Under the Illinois Highway Code**

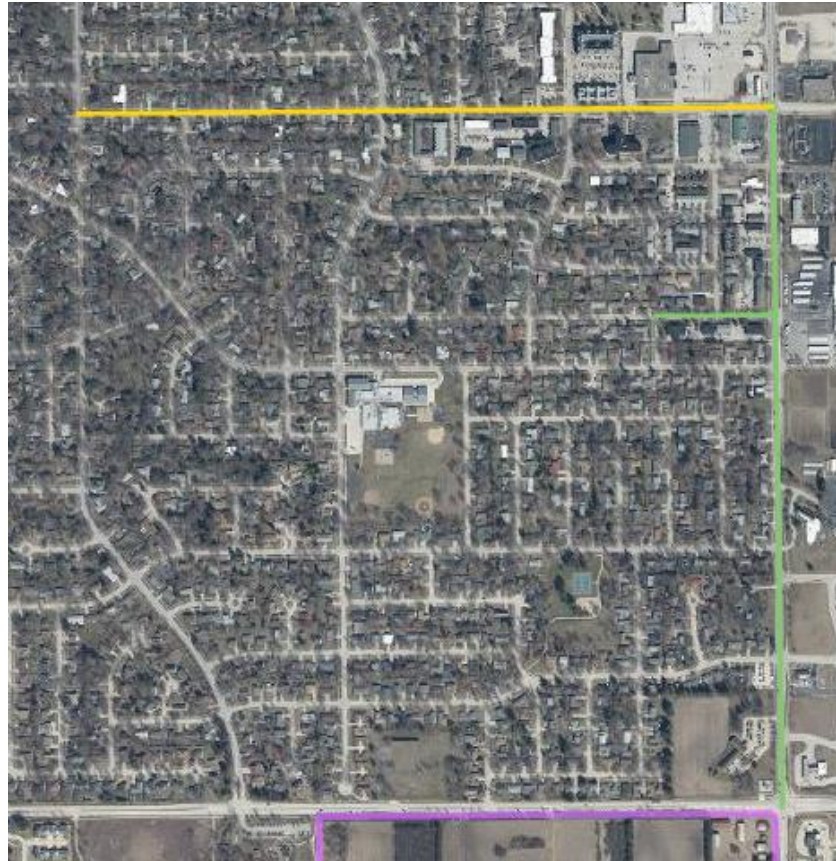
Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

Philo Rd. and Colorado Ave.

PROJECT	FUND	FY23 Projected	FY24 Allocated	FY25 Allocated	FY26 Allocated	FY27 Allocated	FY28 Allocated
40133 - PHILO & COLORADO	203 SMFT	131,689	1,760,000	1,540,000	-	-	-



**Description**

Asphalt resurfacing for Philo Rd. and rubblization with asphalt surface for Colorado Ave.

**Location**

Philo Rd. from Windsor to Colorado, and Colorado Ave. from Vine to Philo.

**Purpose and Need**

Philo Rd. is a minor arterial with poor pavement with a moderate safety score, and on a bus route.

Safety Score (max 25.2)	Class Score (max 22.4)	Condition Score (max 17.0)	Funding Score (max 12.9)	Linking Score (max 11.6)	Bus Score (max 8.2)	CDTA Score (max 2.7)	Total Score (max 100.0)
9.5	20.2	11.1	3.2	3.5	8.2	0.0	55.6

**Timeline**

Studies & Plans FY23-FY24, Philo Rd.  
Construction FY24-FY25, and Colorado Ave.  
Construction FY25-FY26.

**Changes from Previous CIP**

Pavement cores revealed that resurfacing is only recommended for Philo Rd., instead of all road segments. Removed segment of Anderson St. north of Colorado from project due to budget constraints and as it was a lower priority segment. Construction timeline delayed due to change in scope. Separate construction years due to budget increase.



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 1, 2024 Committee of the Whole  
**Subject:** An Ordinance Amending Urbana City Code Chapter 3.5 -- Ambulance Services  
A Resolution Granting an Ambulance Service Franchise Agreement with Arrow Ambulance, LLC.

### Summary

#### *Action Requested*

City Council is being asked to amend Chapter 3.5 of the Urbana City Code and subsequently authorize the Mayor to enter into a Franchise Agreement with an ambulance service provider, Arrow Ambulance, LLC.

#### *Brief Background / Statement of the Issue*

Chapter 3.5 of the Urbana City Code regulates ambulance services in the City of Urbana. In an effort to increase the quality of ambulance services in the City, the City explored the feasibility of amending the City Code to allow a more cooperative model of service delivery between the City and providers via a franchise agreement.

The current licensing service model permits any qualified ambulance service provider to be issued a license. Emergency Medical Service (EMS) calls in Urbana are currently rotated monthly between two ambulance license holders. In the past year, ambulances have provided a joint response to 2,900 Urbana Fire Department calls. The rotating license provider model often yields inconsistent levels of response on these calls. As an alternative, a franchise model would allow the City work collaboratively with one or more ambulance service providers to establish higher minimum service standards.

The City issued a Request for Qualifications in September 2022 seeking to understand the capacity, qualifications, and approach that an ambulance service provider could provide to meet the increased minimum service levels desired by the City. Based on the responses submitted, the City began discussions with Arrow Ambulance, LLC to explore the mutual feasibility of a prospective agreement. A considerable amount of time was spent exploring the feasibility of co-locating ambulances at the new fire stations. However, given the locations of the stations, the current conditions of existing stations, and the primacy of response time standards, that option was ultimately deemed infeasible.

## Relationship to City Services and Priorities

### *Impact on Core Services*

The Franchise Agreement establishes a floor for the minimum operational capacity and provision of services required by the ambulance service provider. This is expected to increase the quality of EMS services received by Urbana residents. The Agreement also requires a level of collaboration with the Fire Department that is expected to enhance and improve the City's ability to provide emergency fire, rescue, and EMS services.

### *Strategic Goals & Plans*

This Ordinance and subsequent Agreement broadly works towards Strategies *1.2 Enhance and expand public safety resources* and *1.3 Promote community well-being* in the recently adopted 2024-2025 Mayor/Council Strategic Goals.

### *Previous Council Actions*

N/A

## Discussion

### *Operations Impact*

The City does not provide ambulance services. However, it does jointly respond with ambulance service providers to high acuity EMS calls. At the very least, the change to a franchise model should have no net effect on Fire Department operations. However, given the minimum vehicle and staffing requirements outlined in the Agreement, the City expects the Agreement to have positive outcomes on calls that receive a joint response.

### *Policy or Statutory Impacts*

The Ordinance amending Section 3.5 of the Urbana City Code alters the section to allow for a franchising model of ambulance service delivery. The amending code retains the existing response time requirements. It also updates definitions and references, and eliminates now-defunct language. The amended Section 3.5 specifies minimum requirements of any ambulance service provider, and allows for additional requirements to be created in a franchise agreement.

### *Fiscal and Budget Impact*

Per the terms of the Agreement, there shall be no cost to the City of Urbana for the provision of ambulance services by Arrow in the Service Area. To cover incidental costs incurred by the City of Urbana, the Agreement outlines an annual franchise fee of \$82,500 to be paid to Urbana. Additionally, under the term of the Agreement, Arrow will provide specified EMT training to the City at no cost.

*Community Impact*

As mentioned above, the intention behind the Franchise Agreement is to provide a higher level of EMS to Urbana residents. The Agreement requires that two dedicated ambulances and personnel be stationed in Urbana's Service Area at all times. This is expected to improve response times and on-scene care.

*Recommendation*

Staff recommends that City Council approve the Ordinance amending Chapter 3.5 of the Urbana City Code and subsequently approve the Resolution authorizing the Mayor to enter into a Franchise Agreement with an ambulance service provider, Arrow Ambulance, LLC.

*Next Steps*

If these items are approved, the Mayor will execute the Franchise Agreement. The date of the Mayor's signature will become the "Effective Date" of the Agreement. Arrow Ambulance will have six months from the Effective Date to being providing services as outlined in the Agreement (Date Services Begin). The 10-year term will begin on the "Date Services Begin".

Attachment A to the Franchise Agreement further allows Arrow Ambulance additional time from the Date Services Begin to comply with the residential requirements of the Agreement so that they may establish sufficient facilities within the Service Area.

**Attachments**

1. An Ordinance Amending Urbana City Code Chapter 3.5 -- Ambulance Services
  - a. Attachment A: Amended Chapter 3.5 of the Urbana City Code
2. Redlined Changes to Chapter 3.5 of the Urbana City Code
3. A Resolution Granting an Ambulance Service Franchise Agreement with Arrow Ambulance
4. Ambulance Service Franchise Agreement
  - a. Attachment A: Initial Implementation and Residency Agreement

Originated by: Will Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Reviewed: Demond Dade, Fire Chief  
David Wesner, City Attorney

Approved: Carol Mitten, City Administrator

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

**AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER 3.5 –  
AMBULANCE SERVICES**

**WHEREAS**, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of public health, safety, and welfare; and

**WHEREAS**, the Urbana City Council heretofore has adopted Urbana City Code Chapter 3.5 to protect the public health, safety, and welfare by regulating ambulance services in the City of Urbana; and

**WHEREAS**, the Urbana City Council finds that the best interests of the City of Urbana are served by amending Urbana City Code Chapter 3.5 to better protect the public health, safety, and welfare in the City of Urbana.

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

**Section 1.** Urbana City Code Chapter 3.5, “Ambulance Services” is hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein.

**Section 2.** Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approve shall not invalidate other sections of provisions thereof.

**Section 3.** This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 4.** Licenses granted for Ambulances Services under the previous version of the City Code shall be allowed to continue to operate until the Date Services Begin of the first franchise agreement between the City and an ambulance service provider, during which time, they may continue to operate under the Code, rules, and regulations in place when the License was issued.

**Section 5.** The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage.

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

**PASSED BY THE CITY COUNCIL** this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this Date day of Month, Year.

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



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## Chapter 3.5 AMBULANCE SERVICES

### ARTICLE I. DEFINITIONS

#### Sec. 3.5-1. Definitions.

As used in this chapter, unless the context otherwise requires, the terms specified in this article shall have the meanings ascribed to them in this article. Generally, terms mention in this chapter but not defined in this article, shall have the meaning ascribed to them in *Emergency Medical Services (EMS) Systems Act (210 ILCS/50)*.

#### Sec. 3.5-2. Ambulance defined.

*Ambulance* means any publicly or privately owned vehicle that is specifically designed, constructed, or modified and equipped, and intended to be used for, and is maintained or operated for the emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

#### Sec. 3.5-3. Ambulance service defined.

*Ambulance service* means the operation of an enterprise that has as one (1) of its purposes the operation or use on the streets, alleys, or any public way within the City of Urbana or an ambulance that responds to emergency calls for the transportation of persons who are reported to be sick, injured, wounded, otherwise incapacitated or helpless.

#### Sec. 3.5-4. Emergency defined.

*Emergency* means a condition or situation in which an individual declares a need for immediate medical attention or when that need is declared by emergency medical personnel or a public safety official.

#### Sec. 3.5-5. Emergency call defined.

*Emergency call* means the request by any means for ambulance service to respond to an emergency.

#### Sec. 3.5-6. Emergency Dispatch call defined.

*Emergency dispatch call* means the request through the Champaign County 911 system (METCAD) for ambulance service to respond to an emergency.

#### Sec. 3.5-7. Emergency response business records defined.

*Emergency response business records* means those records that document the staff on duty for the ambulance service at any time, records that establish the staff's minimum qualifications required by this chapter, documents that record the number of responses to emergency calls, response times to emergency calls, maintenance records of the ambulance, phone logs indicating emergency calls for service; and such other documents, tape recordings, computer records or other media that contain information necessary or convenient for the fire chief (*defined in Section 8 Article III*) to determine if the ambulance service has complied or is complying with the provisions of this chapter and the rules and regulations promulgated pursuant to this section.

**Sec. 3.5-8. Mutual aid agreement defined.**

*Mutual aid agreement* means an intergovernmental or interagency agreement providing for shared and common assistance when requested by one (1) of the member agencies. The equipment and personnel provided by a mutual aid request may be predetermined for a particular type of incident or determined at the time of the request in consideration of available resources.

**Sec. 3.5-09. Advanced provider defined.**

*Advanced provider* means a person who has successfully completed an Illinois Department of Public Health approved course of instruction in advanced life support—mobile intensive care services and is currently certified by the Illinois Department of Public Health as an Emergency Medical Technician-Paramedic (EMT-P).

**Secs. 3.5-10—3.5-29. Reserved.****ARTICLE II. AMBULANCE SERVICE FRANCHISE ADMINISTRATION****Sec. 3.5-30. Ambulance service franchises**

- (a) Any ambulance service responding to emergency dispatch calls in the city shall have a franchise agreement that regulates the obligations and responsibilities of the ambulance service as it relates to emergency dispatch and operational requirements.
- (b) The city may enter into one or more franchise agreements for ambulance services.
- (c) The City Administrator shall, from time to time, solicit a request for qualifications for ambulance services and subsequently enter into an agreement granting a franchise, in a number and manner that best meets the public safety needs of the city and its residents.
- (d) Unless otherwise stated in a franchise agreement, a franchised ambulance service shall comply with the minimal operational requirements set forth in Article III below.

**Sec. 3.5-31. Ambulance service franchise required; exceptions.**

- (a) Unless a franchise agreement is specifically not required by this section, no person either as owner, agent, or otherwise shall furnish, operate, conduct, maintain, advertise, or otherwise engage in ambulance service in the City of Urbana without an ambulance service franchise agreement required pursuant to this chapter by the city or in violation of the provisions set forth in Chapter 3.5 of the City Code.
- (b) No franchise agreement is required by:
  - (1) An ambulance service that has no maintenance, dispatch or storage facilities in the City of Urbana and which does not respond to an emergency within the city; or
  - (2) In the case of an emergency where the number of franchised ambulances available is determined by the fire chief to be insufficient to render the required emergency ambulance service, the fire chief or his designee may authorize non-franchise vehicles to operate as ambulances in response to the emergency. Any non-franchised vehicle authorized to operate under this provision shall comply with all requirements in Chapter 3.5, unless expressly waived by the fire chief.

- (c) In the event the ambulance service responds to emergencies within the city without a franchise or valid franchise agreement, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "General Provisions," section 1-18 "Minimum fine schedule for certain violations."

### **Sec. 3.5-32. Failure to preform and revocation of franchise**

- (a) In addition to any fine issued pursuant to sections 3.5-31(c), 3.5-53(g), 3.5-54(b), or 3.5-56(a)(6) of this chapter, the fire chief may impose a fine against a franchised ambulance service for any violations of any the provisions of this chapter or any rules or regulations promulgated to implement the provisions of this chapter, in an amount no less than fifty dollars (\$50.00) or more than two thousand dollars (\$2,000.00), per occurrence.
- (b) In the event where a franchised ambulance service's inability to operate in accordance with the operational requirements of this code creates an imminent threat to the health, safety, or well-being of individuals, the fire chief may suspend the operation of such franchised ambulance service until the issues have been rectified. In the event only a single ambulance service franchise agreement has been executed and which service is suspended pursuant to this section, the fire chief may authorize a non-franchised ambulance service to provide services within Urbana for the period of suspension. Any non-franchised vehicle authorized to operate under this provision shall comply with all requirements in Chapter 3.5, unless expressly waived by the fire chief.
- (c) Unless otherwise modified by any additional terms set forth in a franchise agreement, the fire chief, may terminate an ambulance service franchise for either a failure to pay any fines within 120 days or for a failure to correct a suspension mentioned above within 120 days.

### **Sec. 3.5-33. Limitations of franchise.**

- (a) No person, either as owner, agent or otherwise, shall operate or allow another to operate an ambulance to respond to an emergency call for or on behalf of a franchised ambulance service unless its use for such purpose is approved by the fire chief in accordance with the terms of the franchise agreement.
- (b) Any franchise agreement is not assignable to any party, unless explicitly provided for in a franchise agreement.

### **Secs. 3.5-34—3.5-49. Reserved.**

## ***ARTICLE III. AMBULANCE SERVICE OPERATIONAL REQUIREMENTS***

### **Sec. 3.5-50. Ambulance availability, design, and equipment requirements.**

- (a) Each franchised ambulance service shall provide coverage for the Urbana Fire Department's entire service area.
- (b) In addition to the coverage referenced above, each franchised ambulance service shall be required, at the direction of the fire chief, to respond with available ambulances to locations outside of the Urbana/Champaign city limits as part of a response to a request from the State of Illinois or another local governmental unit pursuant to any mutual aid agreement the city has with the State of Illinois or the said unit of local government. Said ambulance service shall not be entitled to reimbursement for the costs of its

response to said mutual aid request unless, and only to the extent that the city receives payments or reimbursement for said services.

- (c) Each ambulance used in a franchised ambulance service that may operate within Urbana shall meet the same design and equipment requirements that the ambulance would be required to meet in order to be licensed by the State of Illinois as an ambulance as those requirements are now or may hereafter be amended.
- (d) An ambulance shall be considered available for use by the franchised ambulance service if it is under the sole control of the ambulance service for its sole use and it is operational, stored and dispatched by the ambulance service from within Champaign/Urbana city limits or a location approved by the fire chief.

### **Sec. 3.5-51. EMT requirements.**

- (a) When in use for emergency calls, each ambulance shall have as personnel in the ambulance either (1) emergency medical technician (EMT) and one (1) advanced provider or two (2) advanced providers.
- (b) A registered professional nurse (RN) / mobile intensive care nurse (MICN), registered professional nurse/field RN, or physician may be counted as an EMT-Paramedic (EMT-P) or EMT-Basic (EMT-B) for purposes of meeting this section.
- (c) Additional training requirements for operating within the Urbana city limits include the following:
  - (1) Each ambulance unit operating must be staffed by a minimum of one (1) EMT-P trained in:
    - a. Hazardous material awareness;
    - b. Technical rescue awareness;
    - c. Emergency response to terrorism, basic concepts;
    - d. National Incidents Management Systems (NIMS) compliant with certificates in IS 100, 200 and 700; and
    - e. All supervisory staff must be in compliance with NIMS with certificates in IS 300 and 400.
  - (2) All EMT-P's and EMT-B's shall be trained annually on the Urbana Fire Department's Incident Command System.
  - (3) All EMT-P's and EMT-B's shall have drivers training certification (fire service vehicle operation or emergency operator's course) within twenty-one (21) days of employment, and shall not be permitted to drive an ambulance until such certification has been obtained.
  - (4) Each franchised ambulance service shall provide a copy of documentation to the fire chief or designee showing annual certification of required training. The fire chief shall have the right to inspect the training records to ensure compliance with this section.

### **Sec. 3.5-52. Provision of ambulance service regardless of ability to pay or location of services.**

Any ambulance service providing service within the City shall provide emergency service within the City of Urbana without regard to a person's ability to pay for such service or the location of requested services.

### **Sec. 3.5-53. Compliance with emergency dispatch procedures.**

- (a) Each franchised ambulance service shall comply with all emergency dispatch procedures established by the city's fire department, the city's police department and any dispatching agency for the fire or police department.
- (b) If for any reason a franchised ambulance service is not able to comply with the operational requirements set forth in this article, it shall immediately report that status to the fire department in accordance with the fire chief's emergency dispatch procedures.
- (c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article, unless specifically authorized to respond by the fire chief as provided for in the fire chief's emergency dispatch procedures.
- (d) Personnel affiliated with a franchised ambulance service who wish to respond to an emergency scene in a vehicle other than an ambulance are required to:
  - (1) Identify their response over the metro fire frequency; and
  - (2) Be in compliance with all city, state, or federal laws and regulations in regards to emergency response; and
  - (3) Be in compliance with the current emergency medical dispatch system.
- (e) An ambulance service franchised to operate within the Urbana city limits shall have in place and utilize the current system used for emergency medical dispatch (EMD).
- (f) All 911 calls for medical response shall be disseminated by the dispatching agency for the fire or police department.
- (g) In the event the ambulance service fails to adhere to the emergency dispatch procedures provided in this section 3.5-53, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18 "minimum fine schedule for certain violations."

### **Sec. 3.5-54. Monitoring emergency dispatch calls.**

- (a) It shall be unlawful for any ambulance service to respond in or through the City of Urbana to a call for an ambulance made by an organized police or fire department or any such department's official dispatching agency unless a specific request is directed to the ambulance service by the organized police or fire department or any such department's official dispatching agency.
- (b) In the event the ambulance service responds to an emergency dispatch call in a manner other than as provided in this section 3.5-54, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18, "minimum fine schedule for certain violations."

### **Sec. 3.5-55. Immediate emergency response required.**

Each franchised ambulance service shall immediately respond to any emergency call for an ambulance directed to that ambulance service and originated by the police or fire department or any such department's official dispatching agency. If the franchised ambulance service is not able to immediately respond to the emergency or is not able to respond with an appropriate or requested level of service, the franchised ambulance service shall immediately report this situation to the agency and shall follow the directions of that agency regarding the response.

### Sec. 3.5-56. Response times.

- (a) *Response times.* Every franchised ambulance service operating within the Urbana city limits shall meet the following response criteria:
- (1) Response time is defined as the time between when a call is received and the time when the ambulance service arrives on the scene of the incident for which the call was made.
  - (2) The advanced life support/mobile intensive care (ALS/MIC) ambulance shall arrive at the scene of all calls categorized as class B, C, D, or E calls, as defined by the emergency medical dispatch system, within eight (8) minutes of the time the call was received by the ambulance service. This time criterion of eight (8) minutes response time for all class B, C, D or E calls must be met on at least ninety (90) percent of all such calls received during any reporting cycle. This applies to all ALS units on code response (lights and sirens).
  - (3) All other non-code responses to calls categorized as class A calls, as defined by the emergency medical dispatch system, shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service. This time criterion must be met on at least ninety (90) percent of the calls received during any reporting cycle.
  - (4) Any ambulance service franchised to operate within the Urbana city limits shall provide to the fire chief a written bi-monthly report at the local emergency services advisory committee (LEMSAC) meeting.
  - (5) At the request of the fire chief, an audit of response times provided by an ambulance service shall be conducted in the manner directed by the fire chief.
  - (6) In the event the franchised ambulance service fails to meet the response times required by this section, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18, "minimum fine schedule for certain violations" for each call that falls outside the required response time criterion outlined in subsections (a)(2) and/or (a)(3) of this section.
- (b) *Exceptions to response time requirements.* In some cases, financial penalties and response time compliance reports may be waived by the fire chief in the exercise of the chief's sole discretion for the following instances:
- (1) Failure by dispatching agency to give accurate location information (including address or cross street) to responding unit;
  - (2) Weather conditions that impair visibility, create unsafe driving conditions, or block a normal route to the scene of the incident to which the ambulance service was dispatched;
  - (3) Wrong or incomplete address provided by the person requesting ambulance service assistance; or
  - (4) Unavoidable delays caused by conditions or circumstances out of the control of the responding ambulance service, including but not limited to road construction or train blocking railroad crossing.

### Sec. 3.5-57. Obedience to traffic laws; exception—adherence to traffic laws.

- (a) No person shall operate an ambulance in a manner not conforming to the provisions of the State of Illinois motor vehicle laws, rule and regulations, and applicable city ordinances regarding the driving or operating of vehicles upon the public rights-of-way, except as otherwise provided in subsection (b) of this section.
- (b) Notwithstanding subsection (a) of this section, an ambulance driver may operate on a city public right-of-way in excess of the allowable speed limit when:
- (1) Responding to a bona fide emergency call that is believed to involve a serious risk to human life, health, or safety, or an imminent such risk; or

- (2) Directed to do so by a duly licensed physician when transporting a critically injured or ill patient to a hospital emergency facility or other emergency medical service provider; and
  - (3) The ambulance's audible and visual signals are operating.
- (c) An ambulance driver must operate an ambulance in such a manner so as to slow down the speed of or stop the ambulance in order to avoid an accident in the following circumstances:
- (1) When approaching an intersection of any type whether or not there is a traffic control sign or device in the direction of travel by the ambulance;
  - (2) When crossing into an oncoming lane of traffic;
  - (3) When directed by a law enforcement officer;
  - (4) In response to all stop signs or other traffic control signs or devices;
  - (5) At or on negative right-of-way intersections;
  - (6) At any blind intersection where lateral visibility in either direction is hampered or impaired;
  - (7) When the ambulance driver cannot visually account for all lanes of traffic in an intersection; or
  - (8) When other hazards, road conditions, construction work, and/or other activity is present.
- (d) An ambulance driver, without exception, must adhere to all State of Illinois laws concerning the operation of vehicles in duly designated school zones and/or when a school bus is present and stopped with some visible warning (stop arm extended, flashing red lights) present which indicates that the school bus is loading or unloading children. Under all circumstances, an ambulance driver must operate their ambulance with due regard for the safety of all persons.

### **Sec. 3.5-58. Right to inspect operational locations and ambulances.**

The fire chief shall have the right to inspect all operational locations and ambulances proposed to be used or used by a franchised ambulance service that may operate within Urbana at any reasonable time and investigate the emergency response business records of the franchised ambulance service and staff to be used in the ambulance service at reasonable times, provided, however, that the fire chief shall not be allowed to inspect those portions of records that are prohibited from inspection by federal or state law. Should the ambulance service refuse to allow inspection of a portion of a record due to a federal or state law, the fire chief may require that the ambulance service specify the particular law that restricts inspection and shall be allowed to inspect those portions of the records that are not prohibited by law from disclosure.

### **Sec. 3.5-59 Ability to promulgate local rules and regulations**

- (a) The fire chief is hereby granted the authority to promulgate local rules and regulations governing the emergency dispatch and operational standards for franchised ambulance service within Urbana in order to promote public health, safety and welfare.
- (b) Any local rules and regulations promulgated by the fire chief shall not conflict with state law of the provisions of this chapter and shall be considered supplemental to this chapter.
- (c) The fire chief shall provide a copy of any local rule or regulation promulgated pursuant to this section to the city clerk, any franchised ambulance service that may operate within the city, the police chief, and any official dispatching agencies at least seven (7) calendar days prior to such local rule or regulation taking effect.

### **Secs. 3.5-60—3.5-79. Reserved.**





## Chapter 3.5 AMBULANCE SERVICES<sup>4</sup>

### ARTICLE I. DEFINITIONS

#### Sec. 3.5-1. Definitions.

As used in this chapter, unless the context otherwise requires, the terms specified in this article shall have the meanings ascribed to them in this article. Generally, terms mention in this chapter but not defined in this article, shall have the meaning ascribed to them in *Emergency Medical Services (EMS) Systems Act (210 ILCS/50)*.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

#### ~~Sec. 3.5-2. Advanced life support/mobile intensive care defined.~~

~~Advanced life support/mobile intensive care (ALS/MIC) means an advanced level of pre-hospital and inter-hospital emergency care that includes basic life support functions (including cardiopulmonary resuscitation (CPR) plus cardiac monitoring, cardiac defibrillation, telemetered electrocardiography, administration of antiarrhythmic agents, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, and other authorized techniques and procedures) initiated for the treatment of real or potential acute life threatening conditions under the direction of a physician licensed to practice medicine in all of its branches or a registered professional nurse/MICN or registered professional nurse/field RN, and where authorized by a medical director in an Illinois Department of Public Health approved advanced life support system.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

#### ~~Sec. 3.5-3. Advanced provider defined.~~

~~Advanced provider means a person who has successfully completed an Illinois Department of Public Health approved course of instruction in advanced life support—mobile intensive care services and is currently certified by the Illinois Department of Public Health as an Emergency Medical Technician-Paramedic (EMT-P).~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

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<sup>4</sup>Editor's note(s)—Ord. No. 2016-05-035, § 1, adopted May 16, 2016, amended Ch. 3.5 in its entirety to read as herein set out. Former Ch. 3.5, §§ 3.5-1—3.5-26, 3.5-30—3.5-34, 3.5-50—3.5-60, 3.5-80—3.5-83, pertained to similar subject matter, and derived from Ord. No. 2003-03-021, § 1, adopted March 17, 2003 and Ord. No. 2010-06-049, § 1, adopted June 21, 2010.

Cross reference(s)—Civil emergencies, Ch. 6; health and sanitation, Ch. 11; traffic and motor vehicles, Ch. 23; "9-1-1" emergency telephone system, § 24-15 et seq.; vehicles for hire, generally, § 26-1 et seq.

**Sec. 3.5-24. Ambulance defined.**

*Ambulance* means any publicly or privately owned vehicle that is specifically designed, constructed, or modified and equipped, and ~~is~~ intended to be used for, and is maintained or operated for the emergency emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-53. Ambulance service defined.**

*Ambulance service* means the operation of an enterprise ~~which that~~ has as one (1) of its purposes the operation or use on the streets, alleys, or any public way within the City of Urbana ~~or~~ an ambulance ~~which that~~ responds to emergency calls for the transportation of persons who are reported to be sick, injured, wounded, otherwise incapacitated or helpless.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-6. Ambulance service location defined.~~**

~~*Ambulance service location* means the location at which ambulances are stored, maintained or from which ambulances are dispatched by an ambulance service.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-2. Advanced life support/mobile intensive care defined.**

~~*Advanced life support/mobile intensive care (ALS/MIC)* means an advanced level of pre-hospital and inter-hospital emergency care that includes basic life support functions (including cardiopulmonary resuscitation (CPR) plus cardiac monitoring, cardiac defibrillation, telemetered electrocardiography, administration of antiarrhythmic agents, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, and other authorized techniques and procedures) initiated for the treatment of real or potential acute life threatening conditions under the direction of a physician licensed to practice medicine in all of its branches or a registered professional nurse/MICN or registered professional nurse/field RN, and where authorized by a medical director in an Illinois Department of Public Health approved advanced life support system.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-7. Basic life support services defined.~~**

~~*Basic life support services or BLS* means the rendering of basic level of pre-hospital and inter-hospital emergency care, including but not limited to, airway management, cardiopulmonary resuscitation, control of shock and bleeding and splinting of fractures, as outlined in a basic emergency care course approved by the Illinois Department of Public Health and meeting the current national curriculum requirements of the United States Department of Transportation.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

~~Sec. 3.5-8. Change in ambulance service location defined.~~

~~Change in ambulance service location means a change by either adding or removing from use as part of the ambulance service storage, dispatch or maintenance facility used in the ambulance service from the list of those previously approved by the fire chief.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

~~Sec. 3.5-9. Change in ambulance defined.~~

~~Change in ambulance means a change by either adding or removing from service an ambulance from the list of those previously approved by the fire chief.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-140. Emergency defined.**

*Emergency* means a condition or situation in which an individual declares a need for immediate medical attention or when that need is declared by emergency medical personnel or a public safety official.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-5. Emergency call defined.**

~~*Emergency call* means the request by any means for ambulance service to respond to an emergency.~~

**Sec. 3.5-6. Emergency Dispatch call defined.**

~~*Emergency dispatch call* means the request through the Champaign County 911 system (METCAD) for ambulance service to respond to an emergency.~~

**Sec. 3.5-171. Emergency response business records defined.**

*Emergency response business records* means those records ~~which-that~~ document the staff on duty for the ambulance service at any time, ~~and~~ records ~~which-that~~ establish the staff's minimum qualifications required by this chapter, documents ~~which-that~~ record the number of responses to emergency calls, response times to emergency calls, maintenance records of the ambulance, phone logs indicating emergency calls for service; and such other documents, tape recordings, computer records or other media ~~which-that~~ contain information necessary or convenient for the fire chief (*defined in Section 8 Article III*) to determine if the ambulance service has complied or is complying with the provisions of this chapter and the rules and regulations promulgated pursuant to this section.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

~~**Sec. 3.5-12. Emergency call defined.**~~

~~*Emergency call* means the request by any means for ambulance service to respond to an emergency.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-13. Emergency medical technician defined.~~**

*Emergency medical technician* means staff or employees of an ambulance service operating at the basic life support (EMT-B), intermediate life support (EMT-I), or advanced life support level who shall have successfully completed a course of instruction required by and certified by the State of Illinois Department of Public Health with standards prescribed by the Emergency Medical Services (EMS) Act or by rules adopted pursuant to said Act and are in compliance with the local EMS system and approved to function at given level by the medical director of such system.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-14. Fire chief defined.~~**

*Fire chief* means the duly appointed chief of the City of Urbana Fire Department or the fire chief's designee.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-15. Fire department defined.~~**

*Fire department* means the fire department of the City of Urbana.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-16. Hospital defined.~~**

*Hospital* has the meaning ascribed to that term in the State of Illinois Hospital Licensing Act, as that Act is now or may hereafter be amended.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-17. Illinois Department of Public Health defined.~~**

*Illinois Department of Public Health or department* means the Department of Public Health, State of Illinois, or its successor in function.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-18. Intermediate life support care defined.~~**

*Intermediate life support care* means intermediate level of pre-hospital and inter-hospital emergency care that includes BLS care, plus intravenous cannulation and fluid therapy, invasive airway management, trauma care, and other authorized techniques and procedures initiated for the treatment of real or potential acute life-threatening conditions, under the direction of a physician licensed to practice medicine in all its branches or a registered professional nurse/MICN or registered professional nurse/field RN, and where authorized by a medical director in a department approved EMS system.

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-19. Police department defined.~~**

*Police department* means the City of Urbana's police department.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-20. Registered professional nurse/field RN defined.~~**

~~*Registered professional nurse/field RN* means a registered nurse, licensed under the "Illinois Nursing Act", who has been approved by the project medical director in an Illinois Department of Public Health approved EMS system, and who has satisfactorily completed additional supplementary training including but not limited to courses in extrication; telemetry and communications; advanced cardiac life support, including defibrillation and intubations or its equivalent and either trauma nurse specialist or nurse trauma life support or their equivalents as approved by the medical director.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-21. Registered professional nurse/MICN defined.~~**

~~*Registered professional nurse/MICN* means a registered nurse, licensed under "The Illinois Nursing Act", as amended, who has satisfactorily completed the mobile intensive care nurse course, including training in telemetry and communications, advanced cardiac life support, and a pre-hospital trauma support course or its equivalent, as approved by the Illinois Department of Public Health.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-22. Service zone defined.~~**

~~*Service zone* is a geographical area defined by boundaries mutually agreed to by the fire chief and ambulance service and illustrated by a map.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-23. Transfer defined.~~**

~~*Transfer* is the non-emergency transport of a patient from one (1) location to another.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-248. Mutual aid agreement defined.**

*Mutual aid agreement* means an intergovernmental or interagency agreement providing for shared and common assistance when requested by one (1) of the member agencies. The equipment and personnel provided by a mutual aid request may be predetermined for a particular type of incident or determined at the time of the request in consideration of available resources.

**Sec. 3.5-093. Advanced provider defined.**

*Advanced provider* means a person who has successfully completed an Illinois Department of Public Health approved course of instruction in advanced life support—mobile intensive care services and is currently certified by the Illinois Department of Public Health as an Emergency Medical Technician-Paramedic (EMT-P).

(Ord. No. 2016-05-035, § 1, 5-16-16)

**~~Sec. 3.5-25. Reporting cycle defined.~~**

~~Reporting cycle means a two-month period for which a licensed ambulance company must submit reports of calls to which it responded in that time period.~~

(Ord. No. 2016-05-035, § 1, 5-16-16)

**Secs. 3.5-~~26~~10—3.5-29. Reserved.**

**ARTICLE II. AMBULANCE SERVICE FRANCHISE ADMINISTRATION LICENSE**

**Sec. 3.5-30. Ambulance service franchises**

- (a) Any ambulance service responding to emergency dispatch calls in the city shall have a franchise agreement that regulates the obligations and responsibilities of the ambulance service as it relates to emergency dispatch and operational requirements.
- (b) The city may enter into one or more franchise agreements for ambulance services.
- (c) The City Administrator shall, from time to time, solicit a request for qualifications for ambulance services and subsequently enter into an agreement granting a franchise, in a number and manner that best meets the public safety needs of the city and its residents.
- (d) Unless otherwise stated in a franchise agreement, a franchised ambulance service shall comply with the minimal operational requirements set forth in Article III below.

**Sec. 3.5-~~31~~0. Ambulance service license-franchise required; exceptions.**

- (a) Unless a franchise agreement license is specifically not required by this section, no person either as owner, agent, or otherwise shall furnish, operate, conduct, maintain, advertise, or otherwise engage in ambulance service in the City of Urbana without an current ambulance service license-franchise agreement required issued pursuant to this chapter by the city or in violation of the provisions set forth in SectionChapter 3.5 of the City Code. terms or conditions of the license.
- (b) No ambulance license-franchise agreement is required by:
  - (1) An ambulance service which-that has no maintenance, dispatch or storage facilities in the City of Urbana and which does not respond to an emergency within the city; or
  - (2) An ambulance service authorized by the fire chief to operate without a license in accordance with section. In the case of an emergency where the number of licensed franchised ambulances available is determined by the fire chief to be insufficient to render the required emergency ambulance service, the fire chief or his designee may authorize non-licensed franchise vehicles to operate as ambulances in response to the emergency. Any non-franchised vehicle authorized to operate under this provision shall comply with all requirements in Chapter 3.5, unless expressly waived by the fire chief.

~~3.5-82.~~

- (c) In the event the ambulance service operates-responds to emergencies within the city without a licensefranchise or valid franchise agreement, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "General Provisions," section 1-18 "Minimum fine schedule for certain violations."

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~ **Sec. 3.5-32. Failure to preform and revocation of franchise**

- (a) In addition to any fine issued pursuant to sections 3.5-31(c), 3.5-53(g), 3.5-54(b), or 3.5-56(a)(6) of this chapter, the fire chief may impose a fine against a franchised ambulance service for any violations of any the provisions of this chapter or any rules or regulations promulgated to implement the provisions of this chapter, in an amount no less than fifty dollars (\$50.00) or more than two thousand dollars (\$2,000.00), per occurrence.
- (b) In the event where a franchised ambulance service's inability to operate in accordance with the operational requirements of this code creates an imminent threat to the health, safety, or well-being of individuals, the fire chief may suspend the operation of such franchised ambulance service until the issues have been rectified. In the event only a single ambulance service franchise agreement has been executed and which service is suspended pursuant to this section, the fire chief may authorize a non-franchised ambulance service to provide services within Urbana for the period of suspension. Any non-franchised vehicle authorized to operate under this provision shall comply with all requirements in Chapter 3.5, unless expressly waived by the fire chief.
- (c) Unless otherwise modified by any additional terms set forth in a franchise agreement, the fire chief, may terminate an ambulance service franchise for either a failure to pay any fines within 120 days or for a failure to correct a suspension mentioned above within 120 days.

**Sec. 3.5-33. Limitations of franchise.**

- (a) No person, either as owner, agent or otherwise, shall operate or allow another to operate an ambulance to respond to an emergency call for or on behalf of a franchised ambulance service unless its use for such purpose is approved by the fire chief in accordance with the terms of the franchise agreement.
- (b) Any franchise agreement is not assignable to any party, unless explicitly provided for in a franchise agreement.

**Sec. 3.5-31. Application procedure.**

- ~~(a) The application for license as an ambulance service shall be filed with the fire chief on a form prescribed and furnished by the fire chief. The application shall include but not be limited to the following information:~~
- ~~(1) Applicant's name, address, and trade or other assumed name under which the applicant proposes to operate the ambulance service.~~
  - ~~(2) Name and address of each owner of the ambulance service.~~
  - ~~(3) Description of each ambulance to be used in the operations during the period of the license.~~
  - ~~(4) Address and location from which an ambulance or ambulances will be operated, stored, dispatched or maintained by the ambulance service whether located in or outside the City of Urbana.~~
  - ~~(5) List of personnel of the ambulance service with EMT certification and the personnel's respective EMT certifications and required training. (Section 3.5-51 letter e).~~
  - ~~(6) Schedule of fees and rates.~~
  - ~~(7) Service goals and objectives.~~

~~(b) An application for an ambulance service license shall be accompanied by the appropriate fee as specified on the city's fee schedule. The fee shall be that which is adopted by the city council and which appears on the city's schedule of fees.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Sec. 3.5-32. Issuance or denial of license.~~

~~(a) Upon receipt of an application for an ambulance service license, the fire chief shall cause an investigation of the applicant and the proposed operations. Such investigation shall be completed within fifteen (15) business days from receipt of the application and license fee unless the ambulance service agrees to an extension of time.~~

~~(b) The fire chief shall approve the issuance of an ambulance service license to the applicant unless the fire chief determines, after reasonable investigation, that the applicant or the staff proposed to be used by the applicant, or a vehicle or vehicles proposed to be used by the applicant do not meet the requirements of this chapter, or the provisions of chapter 14 of this Code relating to the denial of a license, or other requirements imposed by law.~~

~~(c) Each license shall be issued to the person named in the application for the ambulances and locations specified in the application. The license may not be transferred or assigned to any other person.~~

~~(d) A copy of each license issued by the fire chief shall be filed with the city clerk.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Sec. 3.5-33. Expiration of an ambulance service license.~~

~~Each license shall expire on the thirtieth day of June following date of its issuance.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Secs. 3.5-34—3.5-49. Reserved.~~

#### ~~Sec. 3.5-34. Renewal application.~~

~~(a) The annual license renewal fee and an application for renewal of an ambulance service license shall be filed with the fire chief on a form prescribed and furnished by the fire chief no sooner than ninety (90) days prior to the license expiration but no later than sixty (60) days prior to the license expiration. Failure to submit a license renewal application within the prescribed time period shall be grounds for denying the renewal license. The ambulance service denied a renewal license for this reason may apply for a new license at any time.~~

~~(b) An application for renewal of an ambulance service license may be denied for the same reasons that an original application for an ambulance service license may be denied.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Secs. 3.5-35—3.5-49. Reserved.~~

## **ARTICLE III. AMBULANCE SERVICE OPERATIONAL AL REQUIREMENTS**



### Sec. 3.5-50. Ambulance availability, design, and equipment requirements.

- (a) Each franchised ambulance service ~~will shall~~ provide coverage for the Urbana Fire Department's entire service area in "zones" mutually agreed to by the services and the fire chief. Coverage will be defined in the "EMS Response and Deployment Rules and Regulations."
- (b) In addition to the coverage ~~provided in the zones~~ referenced above, each franchised ambulance service shall be required, at the direction of the fire chief, to respond with available ambulances to locations outside of the Urbana/Champaign city limits as part of a response to a request from the State of Illinois or another local governmental unit pursuant to any mutual aid agreement the city has with the State of Illinois or the said unit of local government. Said ambulance service shall not be entitled to reimbursement for the costs of its response to said mutual aid request unless, and only to the extent that the city receives payments or reimbursement for said services.
- (c) Each ambulance used ~~or proposed to be used in a licensed in a franchised~~ ambulance service ~~which that~~ may operate within Urbana shall meet the same design and equipment requirements that the ambulance would be required to meet in order to be licensed by the State of Illinois as an ambulance as those requirements are now or may hereafter be amended.
- (d) An ambulance shall be considered available for use by the franchised ambulance service if it is under the sole control of the ambulance service for its sole use and it is operational, stored and dispatched by the ambulance service from within Champaign/Urbana city limits or a location approved by the fire chief.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### Sec. 3.5-51. EMT requirements.

- (a) When in use for emergency calls, each ambulance shall have as personnel in the ambulance at least ~~one either~~ (1) emergency medical technician (EMT) and one (1) advanced provider or two (2) advanced providers.
- (b) A registered professional nurse (RN) / mobile intensive care nurse (MICN), registered professional nurse/field RN, or physician may be counted as an EMT-Paramedic (EMT-P) or EMT-Basic (EMT-B) for purposes of meeting this section.
- (c) Additional training requirements for operating within the Urbana/~~Champaign~~ city limits include the following:
  - (1) Each ambulance unit operating must be staffed by a minimum of one (1) EMT-P trained in:
    - a. Hazardous material awareness;
    - b. Technical rescue awareness;
    - c. Emergency response to terrorism, basic concepts;
    - d. National ~~Incidents~~ Management ~~Systems~~ (NIMS) compliant with certificates in IS 100, 200 and 700; and
    - e. All supervisory staff must be in compliance with ~~national incidents systems (NIMS)~~ with certificates in IS 300 and 400.
  - (2) All EMT-P's and EMT-B's shall be trained annually on the Urbana/~~Champaign~~ Fire Department's Incident Command System.
  - (3) All EMT-P's and EMT-B's shall have drivers training certification (fire service vehicle operation or emergency operator's course) within twenty-one (21) days of employment, but and shall not be permitted to drive an ambulance until such certification has been obtained.

(4) Each franchised ambulance service shall provide a copy of documentation to the fire chief or designee showing annual certification of required training. The fire chief shall have the right to inspect the training records to ensure compliance with this section.

~~(5) All licensees must certify the training of their personnel annually when renewing their license. All licensees must maintain adequate documentation of the above required training. The fire chief shall have the right to inspect the training records to ensure compliance with this section.~~

(Ord. No. 2016-05-035, § 1, 5-16-16)

### **~~Sec. 3.5-52. Change in location of ambulance.~~**

~~(a) A licensed ambulance service shall notify the fire chief in writing at least one hundred twenty (120) business days prior to changing the location of its operations. For purposes of this section, "location of operations" means the zone where ambulances and staff are located while on duty awaiting to be dispatched.~~

~~(b) The fire chief shall approve or deny the request within ten (10) business days after receipt of a request. The fire chief shall approve the change in location unless the proposed change would violate this Code or any provision of an ordinance of the city or state or federal law or regulations.~~

(Ord. No. 2016-05-035, § 1, 5-16-16)

### **~~Sec. 3.5-53. Approval and notification of use and decommissioning of ambulance.~~**

~~(a) No person, either as owner, agent or otherwise, shall operate or allow another to operate an ambulance to respond to an emergency call for or on behalf of a licensed ambulance service unless its use for such purpose is approved by the fire chief.~~

~~(b) All requests for approval to use an ambulance under this section shall be submitted in writing to the fire chief on a form provided by the fire chief.~~

~~(c) The fire chief shall approve the use of an ambulance within fifteen (15) days of receipt of the written request unless its use would violate a provision of this Code, any rules or regulations promulgated to implement this chapter, an ordinance of the city, or a state or federal law or regulation.~~

~~(d) A licensed ambulance service shall notify the fire chief in writing within five (5) business days after it permanently ceases use of an ambulance.~~

(Ord. No. 2016-05-035, § 1, 5-16-16)

### **~~Sec. 3.5-54. Change in ownership.~~**

~~A licensed ambulance service shall report in writing to the fire chief any change in ownership sixty (60) calendar days prior to change in ownership. The fire chief may deny issuance of license if the owners do not meet this Code, provisions of an ordinance of the city, state, federal law or regulation. For purposes of this section, change in ownership shall mean the transfer of all or any part of an interest in a sole proprietorship or partnership or the transfer of more than five (5) percent of the stock of a private corporation or twenty five (25) percent of the stock of a public corporation.~~

(Ord. No. 2016-05-035, § 1, 5-16-16)

**Sec. 3.5-525. Provision of ambulance service regardless of ability to pay or location of services.**

~~Each~~Any licensed ambulance service providing service within the City shall provide emergency service within the City of Urbana without regard to a person's ability to pay for such service or the location of requested services.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**~~Sec. 3.5-56. Use of unapproved location prohibited.~~**

~~No person, either as owner, agent or otherwise, shall operate or maintain an ambulance service at a location not approved by the fire chief.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-573. Compliance with emergency dispatch procedures.**

- (a) Each ~~franchised licensed~~ ambulance service shall comply with all emergency dispatch procedures established by the city's fire department-~~, the city's and~~ police department and any dispatching agency for the fire or police department.
- (b) If for any reason a ~~franchised licensed~~ ambulance service is not able to comply with the operational requirements set forth in this article, it shall immediately report that status to the fire department in accordance with the fire chief's emergency dispatch procedures.
- (c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article, unless specifically authorized to respond by the fire chief as provided for in the fire chief's emergency dispatch procedures.
- (d) Personnel affiliated with a ~~licensed franchised~~ ambulance service ~~or hospital~~ who wish to respond to an emergency scene in a vehicle other than an ambulance are required to:
  - (1) Identify their response over the metro fire frequency; and
  - (2) Be in compliance with all city, state, or federal laws and regulations in regards to emergency response; and
  - (3) Be in compliance with the current emergency medical dispatch system.
- (e) An ambulance service ~~licensed franchised~~ to operate within the Urbana city limits shall have in place and utilize the current system used for emergency medical dispatch (EMD).
- (f) All 911 calls for medical response shall be disseminated by the dispatching agency for the fire or police department.
- (g) In the event the ambulance service fails to ~~meet adhere to~~ the emergency dispatch procedures provided in this section 3.5-573, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18 "minimum fine schedule for certain violations."

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

**Sec. 3.5-584. Monitoring emergency dispatch calls.**

- (a) It shall be unlawful for any ambulance service to respond in or through the City of Urbana to a call for an ambulance made by an organized police or fire department or any such department's official dispatching

agency unless a specific request is directed to the ambulance service by the organized police or fire department or any such department's official dispatching agency.

- (b) In the event the ambulance service responds to an emergency dispatch call in a manner other than as provided in this section 3.5-~~58~~54, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18, "minimum fine schedule for certain violations."

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### **Sec. 3.5-595. Immediate emergency response required.**

Each ~~licensed~~ franchised ambulance service shall immediately respond to any emergency call for an ambulance directed to that ambulance service and originated by the police or fire department or any such department's official dispatching agency. If the ~~licensed-franchised~~ ambulance service is not able to immediately respond to the emergency or is not able to respond with an appropriate or requested level of service, the ~~licensed~~ franchised ambulance service shall immediately report this situation to the agency and shall follow the directions of that agency regarding the response.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### **Sec. 3.5-6056. Response times.**

- (a) *Response times.* Every franchised ambulance service ~~licensed to operate~~ operating within the Urbana city limits shall meet the following response criteria:
- (1) Response time is defined as the time between when a call is received and the time when the ambulance service arrives on the scene of the incident for which the call was made.
  - (2) The advanced life support/mobile intensive care (ALS/MIC) ambulance shall arrive at the scene of all calls categorized as class B, C, D, or E calls, as defined by the emergency medical dispatch system, within eight (8) minutes of the time the call was received by the ambulance service. This time criterion of eight (8) minutes response time for all class B, C, D or E calls must be met on at least ninety (90) percent of all such calls received during any reporting cycle. This applies to all ALS units on code response (lights and sirens).
  - (3) All other non-code responses to calls categorized as class A calls, as defined by the emergency medical dispatch system, shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service. This time criterion must be met on at least ninety (90) percent of the calls received during any reporting cycle.
  - (4) Any ambulance service ~~licensed-franchised~~ to operate within the Urbana city limits shall provide to the fire chief a written bi-monthly report at the local emergency services advisory committee (LEMSAC) meeting.
  - (5) At the request of the fire chief, an audit of response times provided by an ambulance service shall be conducted in the manner directed by the fire chief.
  - (6) In the event the franchised ambulance service fails to meet the response times required by this section, the city may issue a notice of violation and a fine in the amount provided in chapter 1, "general provisions," section 1-18, "minimum fine schedule for certain violations" for each call that falls outside the required response time criterion outlined in subsections (a)(2) and/or (a)(3) of this section.
- (b) *Exceptions to response time requirements.* In some cases, financial penalties and response time compliance reports may be waived by the fire chief in the exercise of ~~his or her~~ the chief's sole discretion for the following instances:

- (1) Failure by dispatching agency to give accurate location information (including address or cross street) to responding unit;
- (2) Weather conditions ~~which that~~ impair visibility, create unsafe driving conditions, or block a normal route to the scene of the incident to which the ambulance service was dispatched;
- (3) Wrong or incomplete address provided by the ~~requesting party the~~ person requesting ambulance service assistance; or
- (4) Unavoidable delays caused by conditions or circumstances out of the control of the responding ambulance service, including but not limited to road construction or train blocking railroad crossing.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### **Sec. 3.5-8457. Obedience to traffic laws; exception—~~a~~Adherence to traffic laws.**

- (a) No person shall operate an ambulance in a manner not conforming to the provisions of the State of Illinois motor vehicle laws, rule and regulations, and applicable city ordinances regarding the driving or operating of vehicles upon the public rights-of-way, except as otherwise provided in subsection (b) of this section.
- (b) Notwithstanding subsection (a) of this section, an ambulance driver may operate on a city public right-of-way in excess of the allowable speed limit when:
  - (1) Responding to a bona fide emergency call ~~which that~~ is believed to involve a serious risk to human life, health, or safety, or an imminent such risk; or
  - (2) Directed to do so by a duly licensed physician when transporting a critically injured or ill patient to a hospital emergency facility or other emergency medical service provider; and
  - (3) The ambulance's audible and visual signals are operating.
- (c) An ambulance driver must operate an ambulance in such a manner so as to slow down the speed of or stop the ambulance in order to avoid an accident in the following circumstances:
  - (1) When approaching an intersection of any type whether or not there is a traffic control sign or device in the direction of travel by the ambulance;
  - (2) When crossing into an oncoming lane of traffic;
  - (3) When directed by a law enforcement officer;
  - (4) In response to all stop signs or other traffic control signs or devices;
  - (5) At or on negative right-of-way intersections;
  - (6) At any blind intersection where lateral visibility in either direction is hampered or impaired;
  - (7) When the ambulance driver cannot visually account for all lanes of traffic in an intersection; or
  - (8) When other hazards, road conditions, construction work, and/or other activity is present.
- (d) An ambulance driver, without exception, must adhere to all State of Illinois laws concerning the operation of vehicles in duly designated school zones and/or when a school bus is present and stopped with some visible warning (stop arm extended, flashing red lights) present which indicates that the school bus is loading or unloading children. Under all circumstances, an ambulance driver must operate ~~his or her~~ their ambulance with due regard for the safety of all persons.

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### **Sec. 3.5-8158. Right to inspect operational locations and ambulances.**

The fire chief shall have the right to inspect all operational locations and ambulances proposed to be used or used by a licensed ~~a~~ franchised ambulance service that may operate within Urbana at any reasonable time and

investigate the emergency response business records of the franchised applicant ambulance service and staff to be used in the ambulance service at reasonable times, provided, however, that the fire chief shall not be allowed to inspect those portions of records which that are prohibited from inspection by federal or state law. Should the ambulance service refuse to allow inspection of a portion of a record due to a federal or state law, the fire chief may require that the ambulance service specify the particular law which that restricts inspection and shall be allowed to inspect those portions of the records that are not prohibited by law from disclosure.

(Ord. No. 2016-05-035, § 1, 5-16-16)

### **Sec. 3.5-54. Change in ownership.**

A licensed ambulance service shall report in writing to the fire chief any change in ownership sixty (60) calendar days prior to change in ownership. The fire chief may deny issuance of license if the owners do not meet this Code, provisions of an ordinance of the city, state, federal law or regulation. For purposes of this section, change in ownership shall mean the transfer of all or any part of an interest in a sole proprietorship or partnership or the transfer of more than five (5) percent of the stock of a private corporation or twenty five (25) percent of the stock of a public corporation.

### **Sec. 3.5-59 Ability to promulgate local rules and regulations**

- (a) The fire chief is hereby granted the authority to promulgate local rules and regulations governing the emergency dispatch and operational standards for franchised ambulance service within Urbana in order to promote public health, safety and welfare.
- (b) Any local rules and regulations promulgated by the fire chief shall not conflict with state law of the provisions of this chapter and shall be considered supplemental to this chapter.
- ~~(a)~~(c) The fire chief shall provide a copy of any local rule or regulation promulgated pursuant to this section to the city clerk, any franchised ambulance service that may operate within the city, the police chief, and any official dispatching agencies at least seven (7) calendar days prior to such local rule or regulation taking effect.

**Secs. 3.5-~~6160~~—3.5-79. Reserved.**

## **ARTICLE IV. AMBULANCE SERVICE LICENSING ADMINISTRATION**

### **Sec. 3.5-80. Authority to promulgate ambulance operation emergency dispatch procedures.** **Authority to promulgate local rules and regulations.**

- (a) The fire chief is hereby granted the authority to promulgate rules and regulations for governing the emergency dispatch of ambulances in order to promote the safe response of ambulances in an emergency. The fire chief is hereby
- (b) Any emergency dispatch rules and regulations promulgated by the fire chief shall not conflict with the provisions of this Code and shall be considered supplemental to this Code. The fire chief shall provide a copy of any local rule or regulation promulgated pursuant to this section to the city clerk, any ambulance service which may operate within the city, police chief and any official dispatching agencies at least seven (7) calendar days prior to such local rule or regulation taking effect.

(Ord. No. 2016-05-035, § 1, 5-16-16)

### ~~Sec. 3.5-81. Right to inspect operational locations and ambulances.~~

~~The fire chief shall have the right to inspect all operational locations and ambulances proposed to be used or used by a licensed ambulance service at any reasonable time and investigate the emergency response business records of the applicant and staff to be used in the ambulance service at reasonable times, provided, however, that the fire chief shall not be allowed to inspect those portions of records which are prohibited from inspection by federal or state law. Should the ambulance service refuse to allow inspection of a portion of a record due to a federal or state law, the fire chief may require that the ambulance service specify the particular law which restricts inspection and shall be allowed to inspect those portions of the records that are not prohibited by law from disclosure.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Sec. 3.5-82. Fire chief's right to authorize service by unlicensed vehicles.~~

~~In the case of an emergency where the number of licensed ambulances available is determined by the fire chief to be insufficient to render the required emergency ambulance service, the fire chief may authorize non-licensed vehicles to operate as ambulances in response to the emergency.~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Sec. 3.5-83. Suspension or revocation of license.~~

~~(a) In addition to any fine issued pursuant to sections 3.5-30(c), 3.5-57(g), 3.5-58(b), or 3.5-60(a)(6) of this chapter, the fire chief may impose a fine against or suspend or revoke the license of a licensed ambulance service for any violations of any the provisions of this chapter or any rules or regulations promulgated to implement the provisions of this chapter, in an amount no less than fifty dollars (\$50.00) or more than two thousand dollars (\$2,000.00).~~

~~(b) In addition to or instead of any fine issued for any violation of this chapter, the ambulance service's license may be suspended or revoked in the manner provided for in chapter 14, section 14-15 (suspension of license and appeal), section 14-16 (revocation and hearing), and section 14-17 (status of license pending appeal from suspension order or recommendation of revocation) of this Code. The penalty provisions provided in this chapter shall supersede the penalty provisions provided in chapter 14 of this Code. (b)~~

~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~

### ~~Sec. 3.5-84. Obedience to traffic laws; exception Adherence to traffic laws.~~

~~(a) No person shall operate an ambulance in a manner not conforming to the provisions of the State of Illinois motor vehicle laws, rule and regulations, and applicable city ordinances regarding the driving or operating of vehicles upon the public rights of way, except as otherwise provided in subsection (b) of this section.~~

~~(b) Notwithstanding subsection (a) of this section, an ambulance driver may operate on a city public right of way in excess of the allowable speed limit when:~~

~~(1) Responding to a bona fide emergency call which is believed to involve a serious risk to human life, health, or safety, or an imminent such risk; or~~

~~(2) Directed to do so by a duly licensed physician when transporting a critically injured or ill patient to a hospital emergency facility or other emergency medical service provider; and~~

- ~~(3) The ambulance's audible and visual signals are operating.~~
- ~~(c) An ambulance driver must operate an ambulance in such a manner so as to slow down the speed of or stop the ambulance in order to avoid an accident in the following circumstances:~~
- ~~(1) When approaching an intersection of any type whether or not there is a traffic control sign or device in the direction of travel by the ambulance;~~
  - ~~(2) When crossing into an oncoming lane of traffic;~~
  - ~~(3) When directed by a law enforcement officer;~~
  - ~~(4) In response to all stop signs or other traffic control signs or devices;~~
  - ~~(5) At or on negative right-of-way intersections;~~
  - ~~(6) At any blind intersection where lateral visibility in either direction is hampered or impaired;~~
  - ~~(7) When the ambulance driver cannot visually account for all lanes of traffic in an intersection; or~~
  - ~~(8) When other hazards, road conditions, construction work, and/or other activity is present.~~
- ~~(d) An ambulance driver, without exception, must adhere to all State of Illinois laws concerning the operation of vehicles in duly designated school zones and/or when a school bus is present and stopped with some visible warning (stop arm extended, flashing red lights) present which indicates that the school bus is loading or unloading children. Under all circumstances, an ambulance driver must operate his or her ambulance with due regard for the safety of all persons.~~
- ~~(Ord. No. 2016-05-035, § 1, 5-16-16)~~



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

**A RESOLUTION GRANTING AN AMBULANCE SERVICE FRANCHISE WITH  
ARROW AMBULANCE**

**WHEREAS**, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of public health, safety, and welfare; and

**WHEREAS**, the Urbana City Council heretofore has adopted Urbana City Code Chapter 3.5 to protect the public health, safety, and welfare by regulating ambulance services in the City of Urbana; and

**WHEREAS**, Section 3.5-30 of the Urbana City Code requires any ambulance service responding to emergency dispatch calls to enter into a franchise agreement with the City that regulates the obligations and responsibilities of the ambulance service provider as it relates to emergency dispatch and operational requirements; and

**WHEREAS**, the Urbana City Council finds that the best interests of the City of Urbana are served by entering into an exclusive franchise agreement with Arrow Ambulance, LLC for the provision of ambulances services.

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

**Section 1.** An Ambulance Service Franchise Agreement in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** The Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this Date day of Month, Year.

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

## AMBULANCE SERVICE FRANCHISE AGREEMENT

THIS AMBULANCE SERVICE FRANCHISE AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of March, 2024 (“Effective Date”) by and between the City of Urbana, Champaign County, Illinois, a municipal corporation (“Urbana”), and ARROW AMBULANCE, LLC, a subsidiary of Carle Health Care, Incorporated, an Illinois not-for-profit corporation (“Arrow”).

### P R E A M B L E

**WHEREAS**, Arrow is engaged in the business of providing ambulance service and is necessarily equipped, staffed, licensed, and qualified to provide said service within the limits of Urbana’s service area, as defined below; and

**WHEREAS**, Urbana is a municipal corporation that has the authority to enter into a franchise agreement for the operation of ambulance services within the corporate limits of Urbana; and

**WHEREAS**, in an effort to improve the services, response times, and healthcare outcomes of its constituency, Urbana desires to enter into a franchise agreement with Arrow to be the primary provider of ambulance services and respond to emergency and non-emergency medical calls within the service area defined below; and

**WHEREAS**, Arrow agrees to provide such services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the above-mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 OBLIGATIONS OF ARROW

- 1.1 Arrow agrees to furnish two (2) dedicated ambulances, stationed as provided in this agreement, staffed by two (2) paramedics, and two (2) emergency medical technicians (“EMTs”) (collectively, “Personnel”) on a twenty-four (24) hours/seven (7) days per week basis within the service area of the Urbana Fire Department, which includes Urbana’s corporate limits, those areas of the University of Illinois Urbana-Champaign (“UIUC”) campus and South Farm within Urbana’s corporate limits, and any other individually contracted properties as mutually agreed upon (“Service Area”). Arrow agrees to respond promptly to all ambulance calls within the limits of the Service Area. Arrow agrees that said ambulances and Personnel shall promptly respond to all dispatches within the Service Area and in mutual aid or other response as required by statute. Arrow agrees that they will receive their primary dispatches at the direction of the Champaign County 911 system (METCAD). Arrow agrees that Arrow Emergency Communications Center may also be utilized secondary to METCAD.
- 1.2 Due to certain Arrow Personnel being assigned to ambulances that will work collaboratively with and around Urbana staff and Urbana property, Arrow agrees that the Personnel proposed to be assigned to those dedicated ambulances shall be screened by a review process by the Fire Chief. At the conclusion of the review process, Arrow agrees not to assign specific Personnel upon request of the Fire Chief.
- 1.3 Arrow agrees that the minimum qualifications for consideration for the Personnel assigned to staff the two dedicated ambulances will be as follows:
  - 1.3.1 - Paramedic: Licensed for a minimum of two years.

- 1.3.2 - EMT: Licensed for a minimum of one year.
- 1.3.3 - Additional Required Training: Hazardous Materials Awareness, Technical Rescue Awareness, Emergency Response to Terrorism Basic Concepts, Traffic Incident Management, and National Incident Management System (NIMS) IS 100, IS 200, and IS 700, or equivalence thereof.
- 1.4 Due to certain Arrow personnel being assigned to ambulances that will work collaboratively with and around Urbana staff and Urbana property, Arrow agrees that the Personnel assigned to the dedicated ambulances according to this Agreement shall comply with operational standards as reasonably determined by the City and the City's workplace codes of conduct. In any event where operational and code of conduct standards vary between Arrow and the City, the Director of Arrow and the Fire Chief shall mutually agree to an acceptable procedure or practice.
- 1.5 Due to certain Arrow personnel being assigned to ambulances, that will work collaboratively with and around Urbana staff and Urbana property Arrow agrees that upon request and after discussion with the Fire Chief, any Personnel assigned to such dedicated ambulances shall be replaced after a replacement is identified or immediately be removed from staffing such Ambulances if an identified significant behavior violation exists.
- 1.6 Should Arrow and Urbana mutually agree to station an ambulance at a Fire Station, or any other Urbana facility, Arrow and Urbana shall enter into a separate Agreement that outlines any additional expectations and responsibilities of the parties. Said Agreement shall be executed by the signatories contained herein.
- 1.7 Arrow agrees that the operations of the ambulance service shall meet current Urbana ambulance franchising guidelines and ordinances, as amended from time to time.
- 1.8 Arrow agrees that the dedicated ambulances and related Personnel will be located within the Service Area at an agreed to location(s). Arrow will provide, when available, backfill with at least one Advanced Life Support ("ALS") unit at a location within the Service Area during such time that another emergency call occurs before the dedicated ambulances are able to return to service.
- 1.9 Arrow agrees that the Personnel assigned according to this agreement may be required to complete basic reports within the Urbana Fire Records Management System for calls within the Service Area that do not warrant a Fire Department response. These reports shall include, but not be limited to, the basic National Fire Incident Reporting System (NFIRS), or its successor.
- 1.10 Arrow agrees that all ambulance emergency operations conducted in Urbana, under the Agreement, will be conducted by ALS qualified paramedics and equipment, as defined in 210 ILCS 50/3.10(a).
- 1.11 Arrow agrees to respond to emergency situations at the request of the Incident Commander of the Urbana Fire Department, such as Hazmat or special situations.
- 1.12 Arrow agrees to maintain radio monitoring, transmitting capabilities, and if desired, to share Automated Vehicle Location (AVL) with the Champaign County 911 Dispatch Center and Urbana Fire Department at all times and to take primary direction and dispatch from the same.
- 1.13 Arrow agrees to provide reports, such as response times, on-scene time, number of responses, and others agreed to by Arrow and Urbana on emergency calls in the Service Area. The format and detail of the report shall be established at the discretion of Arrow. Under no circumstance shall any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA") be contained in these reports.

- 1.14 Arrow agrees to provide, at no cost to Urbana, all disposable and non-disposable ALS and Basic Life Support (“BLS”) supplies and equipment necessary to provide and maintain Advanced-EMT (“A-EMT”) non-transport services for all fire apparatus under this Agreement. The equipment shall include all equipment in use by the Urbana Fire Department at the time of this Agreement, which may include but not be limited to medications, oxygen equipment, c-collars, 4x4s, trauma supplies, backboards, cervical immobilization devices, splints, and suction devices.
- 1.15 Arrow agrees to provide, directly through Carle Regional EMS (CREMS), at no cost to Urbana, initial EMT-Basic, and A-EMT training, and provide ongoing continuing education and training to maintain licensure.

**ARTICLE 2 OBLIGATIONS OF URBANA**

- 2.1 Urbana grants Arrow a franchise to operate ambulance services within Urbana’s Service Area.
- 2.2 Urbana agrees that it will not enter into any additional franchise agreements with an ambulance service provider within the Service Area for the duration of this Agreement. Nothing in this contract shall be construed as a limitation on private requests for ambulance service providers that are not responding to an emergency call in the Service Area.
- 2.3 Urbana acknowledges and understands that the ambulances stationed in Urbana may be sent for use in major Emergency Medical Services events or events that would overtax the normally available resources in other parts of Champaign County.

**ARTICLE 3 FINANCIAL OBLIGATIONS**

- 3.1 There shall be no cost to Urbana for the provision of ambulance services by Arrow in the Service Area. Arrow shall have the sole and exclusive right, authority, and duty to bill and collect reasonable fees from patients for all services rendered by Arrow and shall be entitled to keep and retain all such fees. Charges to the patient for services provided by Arrow will be determined by Arrow.
- 3.2 For the first year of the initial term of this Agreement, Arrow agrees to pay an annual franchise fee of \$82,500 to Urbana. The annual franchise fee shall be increased by 3% a year for each successive year of the initial term of this Agreement and each year of any renewal period. Payment for the annual franchise fee is due within thirty (30) days of the beginning of each contract year.
- 3.3 The amounts to be paid hereunder represent the fair market value as established by arm’s-length negotiations by the parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid hereunder is intended to be, nor will it be construed to be, an inducement or payment for the referral of patients by any party to any other party or their respective affiliates. In addition, the amounts charged hereunder do not include any discount, rebate, kickback, or other reduction in charges, and the amount charged is not intended to be, nor will it be construed to be, an inducement or payment for referral of patients by any party to any other party or their respective affiliates.

**ARTICLE 4 TERM**

- 4.1 The term of this Agreement shall commence on the Date Services Begins (as defined in Section 4.4) and shall continue for a period of ten (10) years (“Initial Term”). Thereafter, this Agreement shall automatically renew for periods of ten (10) years (each a “Renewal Term”) unless either party provides notice of its intent to not renew the Agreement as follows: a verbal notice of intent to terminate provided

three hundred and sixty-five (365) days in advance followed with a written notice to be delivered no later than one hundred and eighty (180) days prior to the end of the Initial Term and/or then-current Renewal Term. For avoidance of doubt, in the event that a verbal notice is provided but is not followed by a written notice, then this Agreement shall continue in effect as set forth above. Initial Term and each Renewal Term shall be referred to herein as the “Term”.

4.2 This Agreement may be terminated as follows:

4.2.1 In the event Urbana and Arrow mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.

4.2.2 Either party may terminate for cause if the other party commits a material failure or delay to timely perform any term or provision of this Agreement. Such a failure or delay shall constitute an “event of default” of this Agreement. The party who commits an event of default must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct, remedy, or deny such event of default. If a such event of default is cured within thirty (30) days, the event of default shall not be deemed as “default” under this Agreement. If a default is not cured within thirty (30) days the event of default shall be deemed a default under this Agreement and the non-defaulting party shall have the right to terminate this Agreement immediately upon notice. Except as herein provided, the parties shall have all remedies available under applicable law.

4.3 Upon termination of this Agreement, no party shall have any further obligations hereunder as to the other party, except obligations accruing prior to the date of termination. Nothing in this clause shall preclude seeking damages from the breaching party.

4.4 Date Service Begins is defined as the date that Arrow starts providing the services outlined in this Agreement and shall in no event be more than six (6) months from the Effective Date.

## ARTICLE 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Arrow shall maintain, for the term of this Agreement and any renewal period, at its sole cost and expense, the following:

5.1.1 General liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for all services rendered pursuant to this Agreement.

5.1.2 Professional liability and abuse and molestation coverage, in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for all services rendered pursuant to this Agreement.

5.1.3 Auto Liability coverage including owned, non-owned, and hired autos and un/underinsured motorist, with limits not less than one million dollars (\$1,000,000).

5.1.4 Workers’ Compensation and Employer’s Liability coverage (limits of \$1,000,000/\$1,000,000/\$1,000,000) and include a waiver of subrogation in favor of Urbana.

5.1.5 Employment Practices Liability coverage with limits not less than one million dollars (\$1,000,000).

- 5.1.6 Excess or Umbrella Liability coverage with an amount not less than two million dollars (\$2,000,000) that follows all underlying forms.
- 5.1.7 City of Urbana is required to be named as additional insured on a primary/non-contributory basis with a waiver of subrogation regarding the coverages required herein.
- 5.1.8 Arrow shall provide a Certificate of Insurance evidencing such insurance coverage to Urbana within thirty (30) days of execution of this Agreement. Policies are required to be with insurance companies qualified to do business in the State of Illinois and rated A-VIII or better in the current A. M. Best rating guide.
- 5.2 Indemnification. Arrow agrees to defend, indemnify, and hold Urbana harmless from any and all claims made against Urbana relating to or arising from the acts or omissions of the employees or agents of Arrow rendered pursuant to this Agreement, including all court costs, expenses, judgments, and reasonable attorney's fees incurred as a result thereof. Notwithstanding anything to the contrary in this section, Arrow shall not be liable to Urbana for consequential, exemplary, or punitive damages. The indemnification provisions of this section are in addition to, and not in lieu of, any common law rights of contribution existing under the laws of the State of Illinois, which Urbana may have against Arrow or its agents or employees.

## ARTICLE 6 GENERAL PROVISIONS

- 6.1 Independent Contractor. It is understood and agreed that each party and its respective directors, officers, employees, agents, representatives, successors, assigns, and subcontractors (collectively referred to as a party's "Representatives") are acting as independent contractors in all respects. Neither party nor its Representatives are employing the other. Neither party nor its Representatives shall at any time be considered employees or servants of the other, nor shall the relationship be one to which the doctrine of "respondent superior" applies. Accordingly, it is understood and agreed that neither party nor its Representatives shall have any claim against the other party for vacation, sick leave, retirement, social security, worker's compensation, disability or unemployment benefits, or other employee-type benefits of any kind.
- 6.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 6.3 Assignment. No party may assign this Agreement, nor any portion of it, without the prior written consent of the other party.
- 6.4 Conflict of Interest. Urbana hereby warrants that there is no conflict of interest between its other contracts and other activities to be performed by Arrow.
- 6.5 Corporate Compliance. Arrow adheres to a corporate compliance program, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Urbana acknowledges Arrow's commitment to corporate compliance, and the parties agree to conduct its services in accordance with applicable legal authority.
- 6.6 Warranty of Non-Exclusion. Arrow represents and warrants to Urbana that neither it nor any of its officers, directors, employees, nor agents (referenced collectively as "it" in this paragraph) (i) is currently excluded, debarred, or otherwise ineligible to participate in any federal programs, including but not limited to federal healthcare programs as defined in 42 USC §1320a-7b(f) (the "federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services; (iii) has been excluded, debarred or otherwise declared ineligible to

participate in any federal program; and (iv) is under investigation or otherwise aware of any circumstances that may result in being excluded from participation in any federal program. This shall be an ongoing representation and warranty during the term of the Agreement. Arrow shall immediately notify Urbana of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Urbana the right to terminate the Agreement immediately for cause.

6.7 Entire Agreement. This Agreement supersedes all previous contracts, agreements, or understandings between the parties with respect to the same subject matter and constitutes the entire agreement between the parties hereto, and Arrow and Urbana shall not be entitled to benefits other than those herein specifically enumerated.

6.8 Notices. All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be made in writing by an officer, attorney, or authorized agent of the party and shall be addressed to the other party as follows:

If to Urbana:

Demond Dade  
Fire Chief  
400 South Vine St.  
Urbana, Illinois 61801  
Tel: (217) 384-6263

If to Arrow Ambulance, LLC:

Jason Hayes  
Interim Director  
210 East University Ave.  
Champaign, Illinois 61820  
Tel: (217) 356-3429

With a copy to:

Carol Mitten  
City Administrator  
400 South Vine St.  
Urbana, Illinois 61801  
Tel: (217) 384-2454

With a copy to:

Carle Health  
Attn: Legal Services  
611 West Park St.  
Urbana, Illinois 61801  
Legal@carle.com

6.9 Execution. This Agreement and any amendments thereto shall be executed in two copies on behalf of Arrow, and Urbana, by an official, or officials, of each, specifically authorized to perform such executions. Each copy shall be deemed an original, but both originals together constitute one and the same instrument.

6.10 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois. The venue of any dispute between the parties shall be Champaign County, Illinois.

6.11 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Agreement. The parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement.

6.12 Marketing. Urbana shall not use any Carle or Arrow trademarks or its name in any promotional or advertising material unless review and approval of the intended use shall first be obtained from Arrow. Arrow, likewise, shall not use the trademarks or the names of Urbana as being part of their operation other than simply to state that they provide services to Urbana. Arrow agrees to work with



Urbana for the design and branding of the ambulances and uniforms for Personnel assigned according to this Agreement.

- 6.13 Statement of Non-Discrimination. Both parties are committed to providing services to the citizen of Urbana in a manner that is free of discrimination and harassment.
- 6.14 Severability. If any term, covenant, or condition contained in this Agreement is deemed to be invalid, illegal, or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant, or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant, or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 6.15 Successors and Assigns. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Agreement by any party except as may be permitted hereby.
- 6.16 Survival of Covenants. The terms, covenants, conditions, representations, and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 6.17 Third Party Rights. Except as otherwise expressly stated herein, the parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third-party beneficiaries to this Agreement.
- 6.18 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 6.19 Compliance with Laws. All parties agree to comply with all laws, statutes, regulations, certification requirements, or enactments of any governmental authority that are applicable to this Agreement. Under no circumstances shall this Agreement be deemed an inducement for referrals or business whatsoever, the sole purpose being to contract for commercially reasonable and necessary services. In the event of a change in the Medicare or Medicaid statutes, regulations, general instructions and their application or any administrative or judicial ruling that would render this Agreement illegal in any manner, either party may, upon written notice, propose an amendment to the Agreement to bring it into compliance. If the parties are unable, within thirty (30) days thereafter, to agree on such amendment or otherwise restructure the relationship to come into compliance in a manner that does not have a material negative impact on one of the parties, then the parties may terminate this Agreement upon thirty (30) days' further written notice.
- 6.20 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend this Agreement to conform with any new or revised legislation, rules, and regulations to which either party is subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that both parties are at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to

meet the requirements in question, or alternatively, (ii) the parties determine in good faith that amendments or alterations to the requirements are not feasible, then the parties may terminate this Agreement upon thirty (30) days' prior written notice.

6.21 Force Majeure. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the non-performing party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency and occurs despite the non-performing party's best efforts to avert such failure.

**IN WITNESS WHEREOF**, the duly authorized officers and representatives of Arrow and Urbana have executed this Agreement below.

**ARROW AMBULANCE, LLC**

**CITY OF URBANA**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**INITIAL IMPLEMENTATION AND RESIDENCY AGREEMENT**

**WHEREAS**, Section 1.8 of the Ambulance Services Franchise Agreement between Arrow and Urbana states: “Arrow agrees that the dedicated ambulances and related Personnel will be located within the Service Area at an agreed to location(s). Arrow will provide, when available, backfill with at least one Advanced Life Support (“ALS”) unit at a location within the Service Area during such time that another emergency call occurs before the dedicated ambulances are able to return to service; and

**WHEREAS**, Arrow and Urbana have contemplated entering into an agreement for the use of a Fire Station for use by Arrow; and

**WHEREAS**, Urbana is unable to provide the required amount of space until certain station construction and facility improvement projects are completed; and

**WHEREAS**, Arrow and Urbana wish to continue to explore the feasibility of entering into an agreement for the use of a Fire Station by Arrow.

**NOW, THEREFORE**, in consideration of the conditions contained herein, the above-mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. From the Date Services begin until the date Urbana Fire Stations 2 and 3 construction is completed, Urbana grants Arrow a temporary waiver of the requirement in Section 1.8 that requires the location of the dedicated ambulances to be within the Service Area, provided that all other provisions of the Agreement and standards set by City ordinance are met.
  - 1.1 Station construction completion shall be evidenced by a certificate of occupancy being issued for both stations.
  - 1.2 Pursuant to Section 1.3 of the Agreement, Arrow shall report no less than bi-weekly for response times metrics, as set forth *in Section 3.5-5.6 Response Times* in City Ordinance.
2. Should Arrow be unable to meet the requirements of this agreement or City Ordinance, with special attention to response times mentioned above, it shall have 90 days to comply with Section 1.8 of the Agreement.

**IN WITNESS WHEREOF**, the duly authorized officers and representatives of Arrow and Urbana have executed this Agreement below.

**ARROW AMBULANCE, LLC**

**CITY OF URBANA**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** April 8, 2024 City Council Meeting  
**Subject:** A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING ILLINOIS AMERICAN WATER COMPANY RATE INCREASE CASE

### Summary

#### *Action Requested*

City Council is being asked to pass the attached draft Resolution approving an Intergovernmental Agreement (IGA) with various units of government in Champaign and Winnebago Counties to collectively pay for an attorney to intervene in a rate increase case filed by Illinois American Water Company (IAWC) before the Illinois Commerce Commission (ICC).

#### *Brief Background*

Periodically, IAWC files for rate increases with the ICC. In the past, the City of Urbana has joined with other local jurisdictions to retain the services of an attorney to challenge the amount of the increase. The recent cases resulted in additional revenues to IAWC of \$35 million in 2016 and \$85 million in 2022.

In January, IAWC filed a rate increase case that would raise consumer rates by 39.5% and result in additional revenue to the company of \$152 million.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Any rate increase will affect the cost of the water utility to the City, as well as to the consumers in Urbana.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

In the recent past, the Council has approved Resolution No. 2016-03-015R and Resolution No. 2022-05-038R for similar IGAs as that proposed herein.

**Discussion***Additional Background*

The attached Resolution authorizes the Mayor to enter into an IGA with the City of Champaign, Village of Philo, Village of St. Joseph, Village of Savoy, and City of South Beloit, Illinois for the purpose of intervening in the IAWC Rate Increase Case. The City of Champaign will be the Lead Agency, and the Cost Share Allocation will be based on population data from the 2020 Census. The total cost of the intervention action will not exceed \$35,000 without amending the agreement.

*Fiscal and Budget Impact*

Urbana's share of the Cost Share Allocation is \$8,964.07.

*Recommendation*

Staff recommends that Council approve the attached IGA. The other parties to the IGA are expected to approve the agreement as well, to leverage the cost sharing for the good of the residents and businesses of the respective jurisdictions.

*Next Steps*

If the Resolution authorizing the IGA is approved, the Mayor will sign the IGA. The City will forward its share of the attorney payments upon receipt of invoices.

**Attachment**

Proposed Intergovernmental Agreement Regarding Illinois American Water Company Rate Increase Case

Originated by: Carol Mitten, City Administrator

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
REGARDING ILLINOIS AMERICAN WATER COMPANY RATE INCREASE CASE**

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

**WHEREAS**, reliable and low-cost water service is essential for the public and economic health of the local and regional community; and

**WHEREAS**, Illinois American Water Company has proposed a general increase in rates for water and wastewater services as reflected in Illinois Commerce Commission Docket No. 24-0097; and

**WHEREAS**, the City of Urbana desires to enter into an Intergovernmental Agreement ("Agreement") with other community stakeholders that purchase water from Illinois American Water and desire to share the costs of intervening in this case; and

**WHEREAS**, the City Council, after due consideration, finds that approval of this Agreement promotes the fiscal welfare of the City, is in the best interests of the residents of the City, and is desirable for the welfare of the City's government and affairs.

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

**Section 1.** The City of Urbana, Illinois, hereby authorizes the Mayor to enter into an intergovernmental agreement with City of Champaign, Village of Philo, Village of Saint Joseph, Village of Savoy, and City of South Beloit, Illinois for the purpose of intervening in the Illinois American Water Company Rate Increase Case.

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

**PASSED BY THE CITY COUNCIL** this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this Date day of Month, Year.

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

**INTERGOVERNMENTAL AGREEMENT REGARDING  
ILLINOIS AMERICAN WATER COMPANY RATE INCREASE CASE**

THIS AGREEMENT entered into on the date it is fully executed, by and among units of local government in Champaign County and Winnebago County, including the CITY OF CHAMPAIGN, ILLINOIS (“Champaign”), the VILLAGE OF PHILO (“Philo”), the VILLAGE OF SAINT JOSEPH (“St. Joseph”), the VILLAGE OF SAVOY (“Savoy”), the VILLAGE OF SIDNEY (“Sidney”), the CITY OF SOUTH BELOIT (“South Beloit”), and the CITY OF URBANA, ILLINOIS (“Urbana”) (collectively “the Parties”).

WHEREAS, reliable and low cost water service is essential for the economic health of the local and regional community; and

WHEREAS, ILLINOIS-AMERICAN WATER COMPANY has proposed a general increase in rates for water and wastewater services as reflected in Illinois Commerce Commission Docket No. 24-0097; and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase water from the above-named business; and

WHEREAS, the parties desire to share the costs of intervening in this case; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Parties.** The authorized representative of each party has approved this Agreement and evidenced such approval by sending an executed signature page to the Lead Agency. The Agreement shall be effective as to the party when the Agreement is received by the designated representative of the Lead Agency, who shall acknowledge receipt in writing or electronically.

**Section 2. Additional Parties.** Governmental agencies may become parties to this Agreement by requesting to do so if all other parties consent. Such consent shall be evidenced by the written approval of the parties, which may be evidenced electronically. Such additional party shall contribute financially to these undertakings in a roughly proportionate amount according to the community’s population. The contribution shall be based on total costs, including costs incurred before the approval of this Agreement by an existing party.

**Section 3. Lead Agency.** The City of Champaign shall be the Lead Agency on behalf of the parties. All parties shall be named as intervenors. The Lead Agency shall be authorized to take such steps as are necessary to intervene into the case in Illinois Commerce Commission Docket No. 24-0097 on behalf of all the parties to this Agreement. The Lead Agency on behalf of the parties shall contract for services desirable or necessary, to facilitate the intervention including without limitation, financial, legal, and engineering consultants. The Lead Agency shall provide guidance to the consultant; however, shall consult with other parties as set forth in



Section 4. If the parties agree in advance, however, any and all such contracts may be entered into by another of the parties and billing for the costs of such contracts shall be in accordance with Section 6. Such contracts shall be entered into as expeditiously as possible.

**Section 4. Guidance and Communication.** Representatives of Champaign will provide guidance to hired consultants on major issues in the intervention. The Lead Agency shall provide regular updates to the parties of the efforts under this Agreement. Such updates shall be provided electronically, on at least a monthly basis.

**Section 5. Cost sharing.** The parties agree to share all costs of hiring attorneys and experts pursuant to Section 2, such costs to be split among the parties as set forth in Exhibit "A". If an additional party is added to this Agreement, the total costs shall be shared with the then existing parties and all additional parties on the basis set forth in Exhibit "A". Total cost of the intervention action shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), without further agreement of the parties.

If additional funds are required above THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), each party will be contacted by the Lead Agency with a proposed amendment to this Agreement, stating the required additional funds, and each party will have an opportunity to continue with the project pursuant to the Agreement as amended. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate but will be responsible for its proportionate share of costs to date.

No party to this Agreement will seek reimbursement for its own staff time or in house resources provided to support this project.

**Section 6. Payment.** Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within twenty-eight (28) days following receipt by each party of a statement for the services performed. Such statement shall, in general, describe the services rendered. Billing in this manner will be performed periodically, but in no event more often than every three months.

**Section 7. Completion and Termination.** This Agreement will continue in full force until the decision of the Illinois Commerce Commission in the rate case cited above. If the rate case is appealed to the courts after the final decision of the Illinois Commerce Commission, no party shall be required to continue with the case or to contribute to such costs unless an amendment to this Agreement is approved by the party. Provided, however, a party may terminate its participation earlier as provided.

Any party to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 9 below.

In the event of termination of this Agreement by any party prior to completion and final payment by that party, the party will pay the Lead Agency its share of costs for all services performed up to that party's total proportionate share of the project costs which were actually and satisfactorily rendered up to date of termination.

In the event any of the provisions of this Agreement are violated by any party, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting party shall be liable to the other parties for any damages sustained by them based on the default. The terminating party shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

**Section 8. Severability.** Any part or provision of this Agreement which is held to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**Section 9. Notice.** Notice given hereunder shall be via U.S. Mail as follows:

Champaign at:

City Manager  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820

City Attorney  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820

Philo at:

Village President  
Village of Philo  
P.O. Box 72  
Philo, IL 61864

Village Attorney  
Village of Philo  
P.O. Box 72  
Philo, IL 61864

Saint Joseph at:

Mayor  
Village of Saint Joseph  
207 East Lincoln Street  
Saint Joseph, IL 61873

Village Attorney  
Village of Saint Joseph  
207 East Lincoln Street  
Saint Joseph, IL 61873

Savoy at:

Christopher Walton  
Village Administrator  
Village of Savoy  
611 North Dunlap Avenue  
Savoy, IL 61874

Village Attorney  
Village of Savoy  
611 North Dunlap Avenue  
Savoy, IL 61874

Sidney at:

Mayor  
Village of Sidney  
221 South David Street  
Sidney, IL 61877

Village Attorney  
Village of Sidney  
221 South David Street  
Sidney, IL 61877

South Beloit at:

Mayor  
City of South Beloit  
519 Blackhawk Boulevard, Suite 2  
South Beloit, IL 61080

City Attorney  
City of South Beloit  
519 Blackhawk Boulevard, Suite 2  
South Beloit, IL 61080

Urbana at:

Mayor  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801

City Attorney  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801

**Section 10. Signature.** This Agreement may be executed in counterparts. Facsimile, pdf, and electronic signatures shall be given the same legal effect as original ink signatures.

IN WITNESS WHEREOF, the City of Champaign, Village of Philo, Village of Saint Joseph, Village of Savoy, Village of Sidney, City of South Beloit and City of Urbana have executed this Agreement.

**CITY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_  
City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**VILLAGE OF PHILO, ILLINOIS**

By: \_\_\_\_\_  
Village President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF SAINT JOSEPH, ILLINOIS**

By: \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF SAVOY, ILLINOIS**

By: \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF SIDNEY, ILLINOIS**

By: \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

**CITY OF SOUTH BELOIT, ILLINOIS**

By: \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF URBANA, ILLINOIS**

By: \_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A – Cost Share Allocation**

Community	Population*	Percentage	Cost Share
Champaign	88,302	58.99%	\$20,647.57
Urbana	38,336	25.61%	\$8,964.07
Savoy	8,857	5.92%	\$2,071.02
S. Beloit	7,989	5.34%	\$1,868.06
St. Joseph	3,671	2.45%	\$858.39
Philo	1,376	0.92%	\$321.75
Sidney	1,151	0.77%	\$269.14
TOTAL	149,682	100.00%	\$35,000.00

(\*Population numbers from 2020 Census Data)



**MEMORANDUM TO THE MAYOR AND CITY COUNCIL**

**Meeting:** April 8, 2024 Committee of the Whole  
**Subject:** Appointment of Information Technology Manager

**Summary**

The City Council is being asked to approve the appointment of Thomas E. Webb, Jr. as Information Technology Manager effective April 15, 2024 through June 30, 2025.

*Brief Background / Statement of the Issue*

The Information Technology Manager is one of fourteen staff positions appointed by the Mayor with approval of City Council (Urbana City Code, Article III, Section 2-42). Per City Code, Council members were provided with a summary of the appointee’s qualifications for office two weeks prior to consideration of the appointment.

**Relationship to City Services and Priorities**

*Impact on Core Services*

The Information Technology Manager serves in the Executive Department and manages information services for all City departments as well as providing support services to several local government entities. Major responsibilities include purchase, installation, and user support and training for installed software and hardware; identifying and supporting new information technologies to facilitate department operations; supervising operation of Urbana Public Television; representing the City on various intergovernmental boards; administering the City’s website; maintaining the City’s technology security systems and protocols; and other duties related to management of the City’s communication infrastructure.

*Strategic Goals & Plans*

n/a

*Previous Council Actions*

n/a

**Discussion**

*Additional Background Information*

Thomas Webb, Jr. holds an MS in Computer Technology and Certificate in Technology Security from Eastern Illinois University and a BS in Aviation Human Factors from the University of Illinois Urbana-Champaign. Thomas Webb has served as Manager, Field Services Endpoint Management

and Field Technology Services Infrastructure Analyst for the Information Technology Group at Oregon Health and Science University. Prior to that, he served as a Specialist with Engineering IT Shared Services at the University of Illinois Urbana-Champaign. He holds certifications in Microsoft 365 Certified: Modern Desktop Administrator Associate, Jamf Certified Tech, and macOS Support Essentials 10.14.

*Recommendation*

The Urbana City Council is asked to approve the appointment of Thomas Webb, Jr. as Information Technology Manager effective April 15, 2024.

*Next Steps*

Upon approval of Thomas Webb, Jr.'s appointment, his employment with the City of Urbana as Information Technology Manager will begin April 15, 2024.

Originated by: Diane Wolfe Marlin, Mayor



## EXPERIENCE

### **Information Technology Group, Oregon Health and Science University**

#### **Manager, Field Services Endpoint Management**

**05/22 - Current**

- Responsible for the endpoint lifecycle from purchase to support and eventually retirement.
- Managed three different teams totaling 12 full-time, union represented individuals that were both salary and hourly. This included the purchasing, receiving, inventory, and desktop engineering teams.
- Rewrite staff position descriptions to better reflect current needs and future work.
- Coordinate project deadlines and hold staff accountable for meeting goals.
- Interact with hardware, software, and service vendors on purchasing and support issues.
- Designed process and procedure to facilitate purchasing, inventory, and device management.
- Coordinate hardware purchasing budgets of \$6 million.
- Determine guidelines for repair versus replacement of hardware.
- Maintain an inventory of hardware for immediate deployment.
- Develop process and procedure for maintaining system inventory records.
- Present on various topics to manager and IT support groups.
- Work on a management team to coordinate the actions of 60+ individuals across the Field Technology Services group.
- Familiar with Oracle as a purchasing system.

### **Information Technology Group, Oregon Health and Science University**

#### **Field Technology Services Infrastructure Analyst**

**07/19 - 05/22**

- Responsible for over 20,000 endpoints as part of the Field Technology Engineering team.
- Supported internal and external customers.
- Assisted in creating and managing hands-on testing for candidates.
- Participated on several cross-team projects.
- Presented to the Information Technology Contacts group on several occasions.
- Conducted PowerShell training for FTS staff.
- Collaborated on the creation and documentation of processes.
- Designed and implemented the Windows 10 in-place upgrade process for the organization.
- Followed ITIL practices for change management.
- Crafted communications to all of ITG regarding initiatives and upcoming changes.
- Conducted tier three support for several OHSU supported technologies across Windows, MacOS, Airwatch and ThinOS.
- Handled data in compliance with FERPA and HIPAA requirements.

#### **RightSourcing**

**10/18 - 7/19**

- Contracted to Oregon Health and Science University as a field technology analyst.
- Conducted tier 1 and 2 support over the phone and in person on PC and Mac hardware.
- Assisted in training staff on use of SCCM for imaging workstations.
- Created a PowerShell module to assist in day-to-day service desk operations.

### **Engineering IT Shared Services, University of Illinois at Urbana-Champaign**

#### **Team Lead**

**10/17-05/18**

#### **Senior IT Specialist**

**02/17-05/18**

#### **IT Specialist**

**02/15-02/17**

#### **Associate IT Specialist**

**12/12-02/15**

- Supervised student and academic hourly employees doing tier 1 endpoint support work.
- Served as the Interim Assistant Director for Instructional Services for six weeks during a gap in hiring.
- Managed project to expand lab space by completing furniture layout mock ups and working with vendors to procure furniture.
- Managed the new equipment quote process for 2018-2019, negotiating with vendors and determining specifications for new lab hardware and equipment. Ordered needed equipment staying within the assigned budget.
- Created and updated policies for the computer labs and internal processes.
- Mentored staff as part of the Engineering IT Mentorship Program.
- Participated in a week-long leadership training for IT staff.
- Lead a project team to migrate user facing documentation to a new knowledge base product.
- Created Service Level Definition (SLD) documents for several services.
- Responded to multiple priorities at once independently and as part of a team including project work, solving user support tickets, and committee work.
- Developed schedules to refresh several hundred workstations over summer maintenance windows.
- Created end-user documentation and walkthroughs.
- Generated use statistics for the computer labs and various software titles.
- Implemented the Windows 10 Beta deployment in the labs including metric collection from impacted users.
- Conducted training for a campus-wide audience and developed engineering focused training modules on endpoint management, troubleshooting, and computer lab management.
- Maintained endpoint security and customized endpoint functionality using GPOs and other endpoint management tools.

### **University Housing, University of Illinois at Urbana-Champaign**

#### **Resident Director, Townsend Hall**

**07/07-12/12**

- Responsible for following University procurement guidelines and overseeing an annual \$18,000 budget.
- Directly supervised a diverse staff of 10 RAs (resident assistant) and one MA (multicultural advocate) including training on customer service, diversity, software, audio-visual technology, computer systems, and other topics as well as serving as a resource for dealing with job responsibilities.
- Responsible for following University procurement guidelines with an annual \$18,000 budget.
- Supervised staff with focus areas supporting in-building audio-visual systems and loaner laptops.
- Responsible for professional staff end-user training on topics related to technology resources including multiple database programs, web form building, desktop computer use, and Outlook calendaring, along with the development of training materials and process documentation.
- Managed social media and web presence for the building, in addition to the room reservation database, building-wide email communications, and web surveys.
- Served on a regional association leadership board and managed all technology needs including web and social media presence as well as laptop, video projector, and video recording for the board and the regional conference including implementing a new inventory system.
- Managed the development of the mobile app for each conference as well as supervising volunteer staff resolving presenter endpoint device support issues at the conferences.
- Served on several technology committees including the website redesign, StarRez room assignment database design and roll out, Microsoft Lync testing and roll out, and others.
- Successfully managed the day to day operations of a 650-resident building.

- Provided excellent customer service support to residents, addressing concerns and routing them to the appropriate departments for attention.
- Supervised summer conference staff responsible for IT tasks such as data entry, electronic keycard support, and conference website management.
- Responded to multiple priorities at once independently and as part of a team including student concerns, building issues, committee obligations, and other administrative tasks.
- Facilitated building and campus-wide staff training.

**Residential Life, South Dakota State University**  
**Residence Hall Director, Waneta Complex**

07/05-07/07

- Directly supervised a building service desk consisting of 20 desk staff, and one senior staff member, including the management of an equipment checkout process.
- Managed hall programming and administrative supply budgets.
- Directly supervised 10 resident advisor staff, including one senior staff member.
- Managed and implemented the complete redesign of the department website.
- Supervised a part-time IT/web development staff member that did Tier 1 endpoint support work and website upkeep.
- Responsible for customer service training for the service desk staff.
- Served as a part of a team responsible for crisis response on campus.

**CERTIFICATIONS**

- |                                                                   |      |
|-------------------------------------------------------------------|------|
| • Microsoft 365 Certified: Modern Desktop Administrator Associate | 2020 |
| • Jamf Certified Tech                                             | 2020 |
| • macOS Support Essentials 10.14                                  | 2019 |

**EDUCATION**

**Eastern Illinois University**

Master of Science, Computer Technology, May 2014

Certificate in Technology Security, May 2014

**University of Illinois at Urbana Champaign**

Bachelor of Science, Aviation Human Factors, May 2005



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

**Meeting:** April 1, 2024 Committee of the Whole  
**Subject:** Ward Maps Discussion

### Summary

#### *Action Requested*

City Council is being asked to review the maps submitted, narrow the list of maps under consideration, and commit to the remainder of the review and selection process.

#### *Brief Background / Statement of the Issue*

The official population of the City of Urbana decreased approximately seven percent as a result of Census 2020, from 41,250 people in 2010 to 38,336 in 2020. City Council ward boundaries now must be adjusted to reflect the Census 2020 count and to rebalance the population among the seven City Council wards. This redistricting must be completed before the November 2024 petition filing deadline for the April 2025 municipal election. The goal is to have a new ward map drawn and approved by the Urbana City Council by May 2024.

The City invited the public to submit maps utilizing the [Dave's Redistricting](#) (DRA) web app. City Legal has reviewed the seven maps submitted. City Council may select one of the maps submitted, make alterations to a proposed map, or propose an entirely new map. Note: None of the maps were submitted by City Council members or the Mayor.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Establishing a City Council ward map is an essential governmental function and is necessary in order to conduct municipal elections.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

The City Council adopted Resolution 2023-12-095R *A Resolution Adopting Redistricting Guidelines* at the [December 11, 2023 City Council Meeting](#).

## Discussion

### *Policy or Statutory Impacts*

The drawing of district maps must comply with all federal, state, and case law. A map created with the adopted guidelines would follow applicable law.

The attached *Review of Submitted Ward Maps* uses the DRA criteria to evaluate the maps against the adopted guidelines. Each map had different strengths and weaknesses relative to population variance, compactness, and minority representation. While no submitted map was immediately rejected on a legal basis, a legal review of Maps 2, 4, and 6 raised potential concerns about meeting the “reasonably compactness” criteria.

### *Recommendation*

City Council is being asked to review the maps submitted, narrow the list of maps under consideration and finalize the remainder of the review process.

### *Next Steps*

- April 1: Presentation of submitted maps, review and discussion of proposed selection process (COW)
- April 8: Ward map review and discussion (Council)
- April 15: Ward map review and selection of up to three finalists (COW)
- April 16-30: Ward map Public Comment Period on finalists
- May 6: Discussion, selection, and vote on final ward map (COW)
- May 13: Approval of ward map (Council)

Ward maps will continue to be a discussion item at future Committee of the Whole and City Council meetings until a consensus is reached.

## Attachments

1. Review of Submitted Ward Maps

Originated by: Mayor Diane Wolfe Marlin

## GUIDELINES FOR REDISTRICTING

### Minimum Criteria Review

Criteria	Map 1	Map 2	Map 3	Map 4	Map 5	Map 6	Map 7
1. Each of the seven proposed wards should contain the residence of the incumbent City Council member.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2. Any proposed map should be based on Census 2020 data certified as official by the Illinois Secretary of State.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. All wards should be reasonably compact and contiguous; some wards will be geographically larger than others due to differences in types of housing, population density, land use and annexation patterns.	DRA score of 48 "OK"	DRA score of 40 "Bad to Ok"	DRA Score of 33 "Bad"	DRA Score of 27 "Bad"	DRA Score of 25 "Bad"	DRA Score of 23 "Very Bad to Bad"	DRA score of 55 "OK"
4. Wards should be substantially equal in population (ideally, 5477 based upon	8.38%	2.36%	0.62%	1.70%	1.22%	0.73%	6.65%

Census 2020) with maximum deviation of 10% between the lowest and highest population wards.							
5. Whenever possible, census blocks should be utilized as the building blocks of redistricting.	Blocks used as part of DRA						
6. Proposed maps should avoid fragmenting or packing racial minority communities.	DRA score of 50 "OK"	DRA score of 53 "OK"	DRA score of 50 "OK"	DRA Score of 63 "OK to Good"	DRA score of 53 "OK"	DRA Score of 64 "OK to Good"	DRA score of 55 "OK"
7. Proposed maps should not dilute the voting strength of racial minority populations.	DRA score of 50 "OK"	DRA score of 53 "OK"	DRA score of 50 "OK"	DRA Score of 63 "OK to Good"	DRA score of 53 "OK"	DRA Score of 64 "OK to Good"	DRA score of 55 "OK"
8. Proposed maps may take into consideration respecting traditional neighborhoods and existing subdivisions, taking into consideration the maximum deviation allowed.	Subjective ; Plausible	Subjective ; Plausible. Ward 5 area of concern	Subjective ; Plausible	Subjective ; Plausible.	Subjective ; Plausible	Subjective ; low compact score, Ward 7 area of Concern	Subjective ; Plausible
9. Precinct, demographic,	DRA was used						

population and other data will be provided in the software platform to inform redistricting.							
10. Precincts should not be divided between two or more wards unless necessary to equalize populations between wards	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; Plausible	Subjective ; low compact score, Ward 7 area of Concern	Subjective ; Plausible
11. City Council is not limited to selecting any of the proposed maps submitted by the public for final adoption.	N/A						
<b>Council Review</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**Submitted Map Summary**

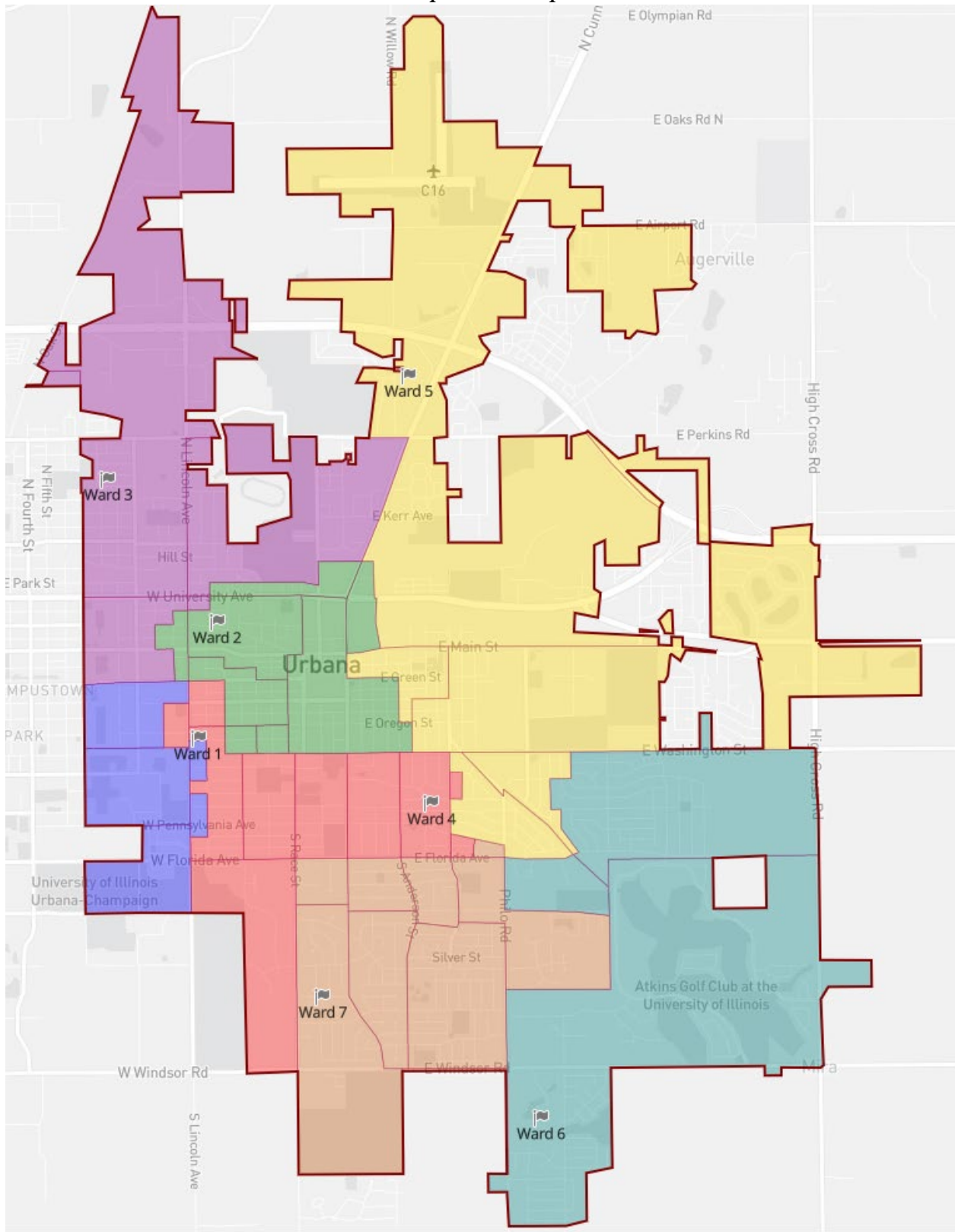
Map Links: [Map 1](#), [Map 2](#), [Map 3](#), [Map 4](#), [Map 5](#), [Map 6](#), [Map 7](#)

**Key Map Statistics**

Attribute	Map 1	Map 2	Map 3	Map 4	Map 5	Map 6	Map 7
Population Deviation Percent	8.40%	2.36%	<b>0.62%</b>	1.70%	1.22%	0.73%	6.70%
Minority Representation Score	50	53	50	63	53	<b>64</b>	55
Compactness Score	48	40	33	27	25	23	<b>55</b>



**Map 1 Ward Map**



**Map 1 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,260	-4.0%	5,174	40.0%	60.0%	18.5%	13.0%	28.5%
2	5,274	-3.7%	4,863	50.9%	49.1%	7.6%	7.7%	32.0%
3	5,257	-4.0%	4,449	25.6%	74.4%	6.8%	33.5%	33.5%
4	5,424	-1.0%	4,639	58.0%	42.0%	7.2%	8.7%	24.8%
5	5,698	4.0%	4,695	60.5%	39.5%	6.7%	24.4%	6.1%
6	5,716	4.4%	4,555	57.0%	43.1%	4.4%	23.7%	13.9%
7	5,707	4.2%	4,762	67.0%	33.0%	5.1%	17.1%	8.9%
<b>Total</b>	<b>5,477</b>	<b>8.4%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

**Map 1 Submitter Narrative Excerpt**

*The stated objectives for this remapping are daunting, because of potentially conflicting goals. We need the map to meet the official requirements based on the 2020 census. Yet also, in order to be fair and to reduce the likelihood of further mandatory redistricting in 2030, we would like the result to represent 7 equally populated districts according to our best estimate of the actual current population. (adjusted per the upcoming partial special census)*

*For District 2 in particular this creates problems for anyone hopeful of solving this, since most of the population gained is currently in that district. My approach was to first redraw borders within the most concentrated area of surplus, so that the adjusted population could be more evenly divided between multiple wards.*

*From this starting point I then made adjustments so that finally:*

*A) the maximum variation in population according to 2020 census was within the required 10% (reduced from the current 36.7% variation to 8.4%)*

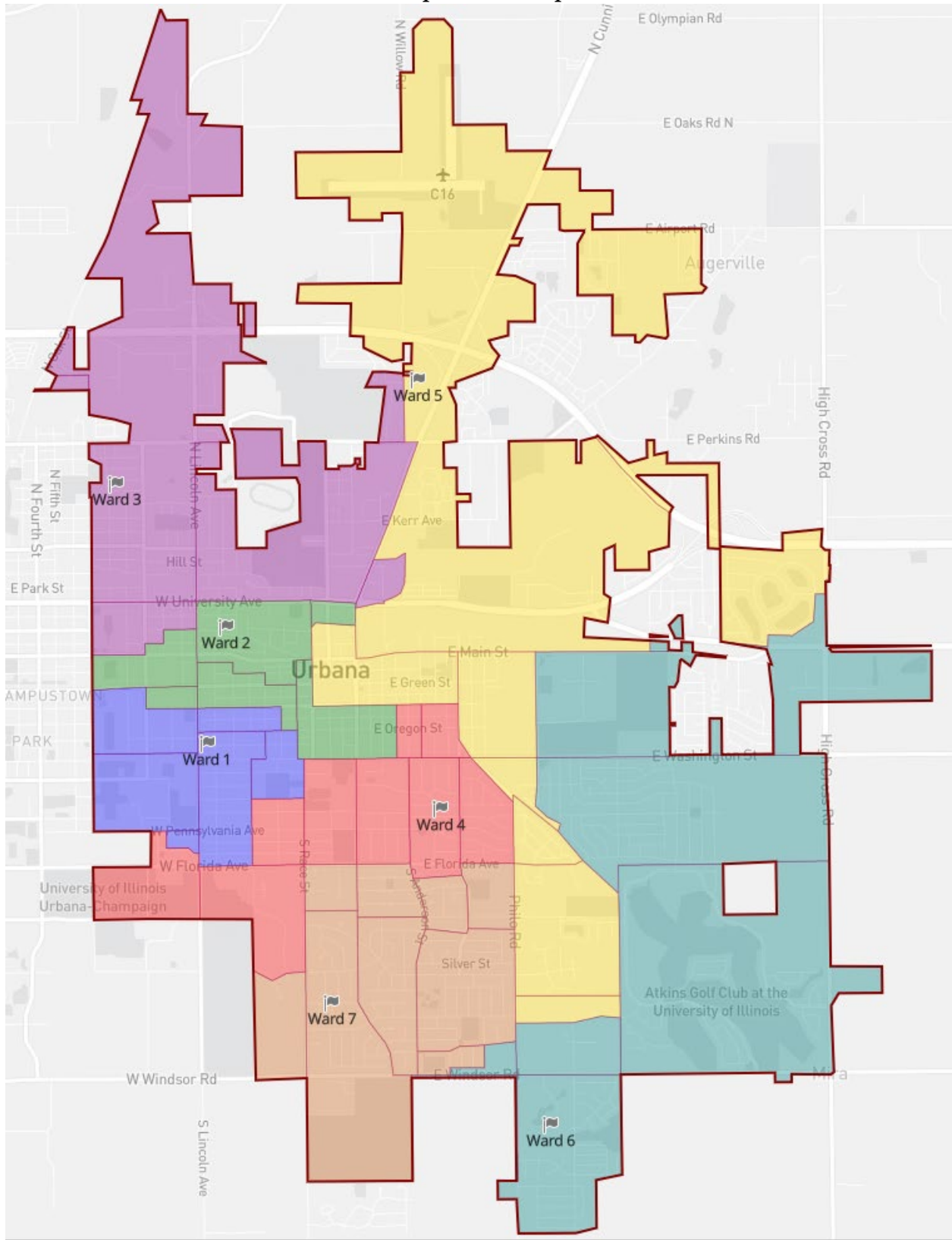
*B) the maximum variation for the adjusted population (including the estimates for the partial special census ) were not only under 10%, but as close to equal as possible without violating condition (A). For my best result as proposed here, this variation is 3.5 %*

*Any portions which seem non obvious, or more jagged than they might be, are done specifically to allow this solution to work, specifically to distribute the adjusted (uncounted) population into multiple wards, which i believe is the only way to meet both goals simultaneously.*

**Map 1 Link**

<https://davesredistricting.org/join/6e72ca77-df1a-4818-a126-3dc2f23243b0>

**Map 2 Ward Map**



**Map 2 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,479	0.0%	5,182	53.9%	46.1%	14.1%	9.4%	21.6%
2	5,421	-1.0%	5,106	44.6%	55.4%	9.6%	6.3%	38.2%
3	5,482	0.1%	4,636	27.1%	72.9%	6.5%	34.1%	31.7%
4	5,472	-0.1%	4,681	52.8%	47.2%	9.9%	14.0%	22.5%
5	5,550	1.3%	4,805	59.2%	40.9%	5.4%	20.2%	13.2%
6	5,476	0.0%	4,216	59.5%	40.5%	5.5%	27.1%	6.7%
7	5,456	-0.4%	4,511	63.2%	36.8%	5.5%	18.2%	11.3%
<b>Total</b>	<b>5,477</b>	<b>2.4%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

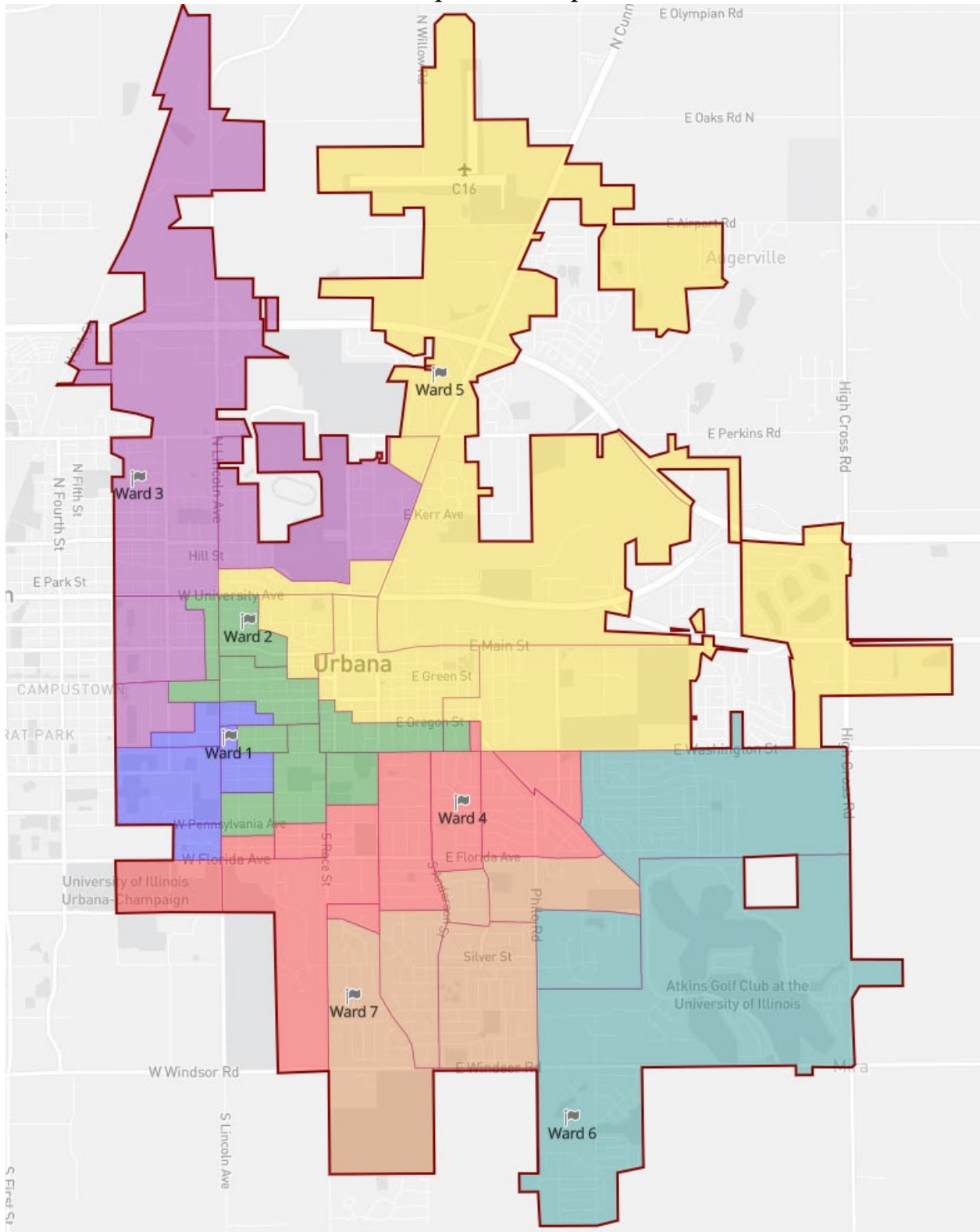
**Map 2 Submitter Narrative Excerpt**

N/A

**Map 2 Link**

<https://davesredistricting.org/maps#ratings::84d30f87-5ef6-4c58-be79-233ff6a5dda2>

**Map 3 Ward Map**



**Map 3 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,486	0.2%	5,352	45.3%	54.7%	16.4%	13.0%	25.2%
2	5,483	0.1%	5,057	51.0%	49.0%	9.4%	4.6%	33.2%
3	5,474	-0.1%	4,708	25.5%	74.5%	6.6%	31.6%	35.6%
4	5,482	0.1%	4,404	56.6%	43.4%	6.5%	15.6%	19.6%
5	5,477	0.0%	4,712	61.3%	38.7%	7.1%	20.7%	9.1%
6	5,482	0.1%	4,327	63.0%	37.1%	4.9%	22.8%	8.3%
7	5,452	-0.5%	4,577	58.8%	41.2%	5.0%	20.1%	14.5%
<b>Total</b>	<b>5,477</b>	<b>0.6%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

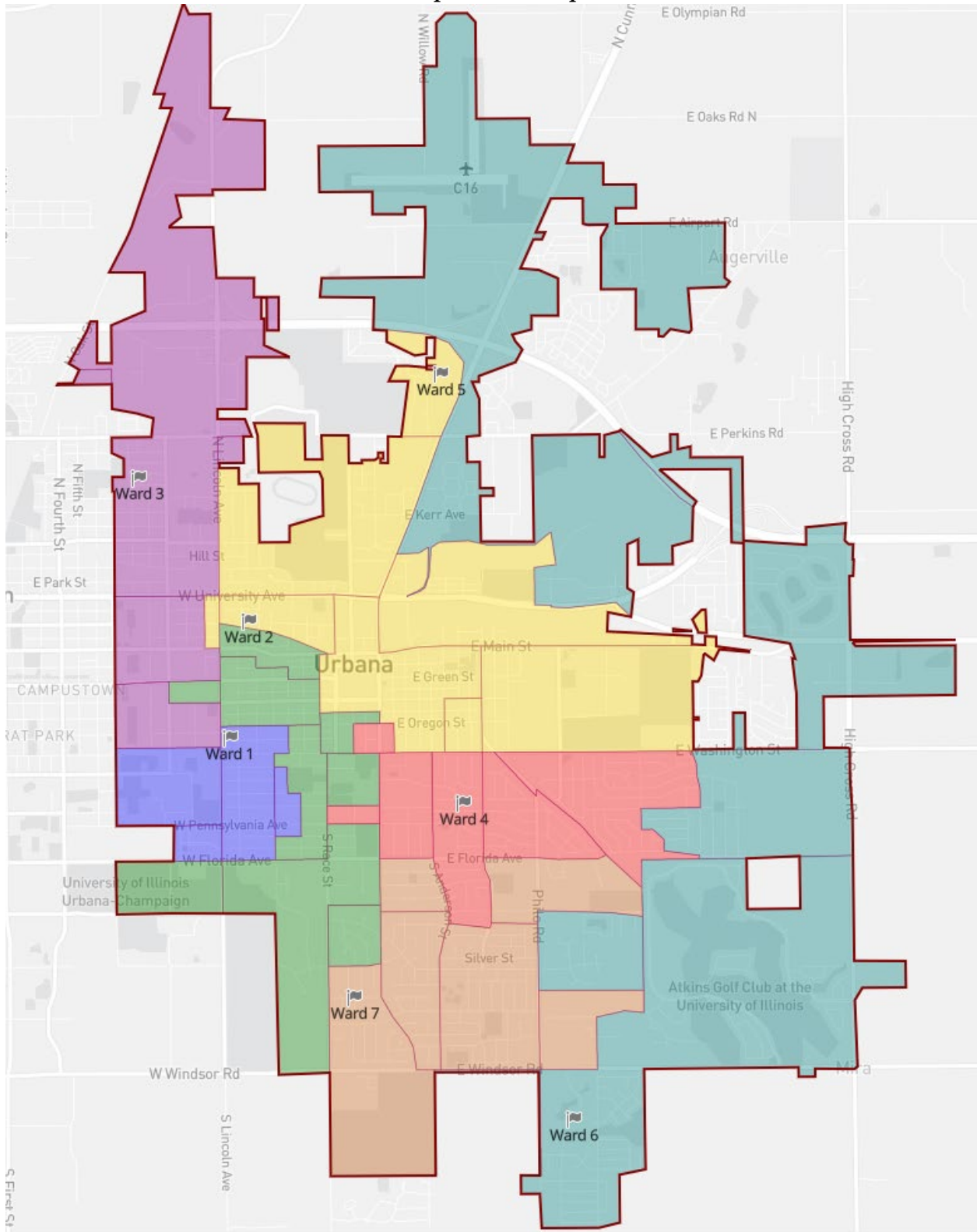
**Map 3 Submitter Narrative Excerpt**

N/A

**Map 3 Link**

<https://davesredistricting.org/join/acdc0214-e201-4157-9658-41c35deb8558>

**Map 4 Ward Map**



**Map 4 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,470	-0.1%	5,239	48.4%	51.6%	16.9%	12.9%	21.8%
2	5,472	-0.1%	4,898	50.9%	49.1%	9.4%	5.5%	31.9%
3	5,481	0.1%	4,988	25.5%	74.5%	6.2%	22.2%	45.6%
4	5,477	0.0%	4,327	57.7%	42.3%	6.8%	23.8%	10.4%
5	5,479	0.0%	4,624	55.9%	44.1%	8.0%	22.2%	11.9%
6	5,525	0.9%	4,461	62.6%	37.4%	4.4%	23.5%	8.4%
7	5,432	-0.8%	4,600	61.3%	38.7%	4.7%	18.1%	14.4%
<b>Total</b>	<b>5,477</b>	<b>1.7%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

**Map 4 Submitter Narrative Excerpt**

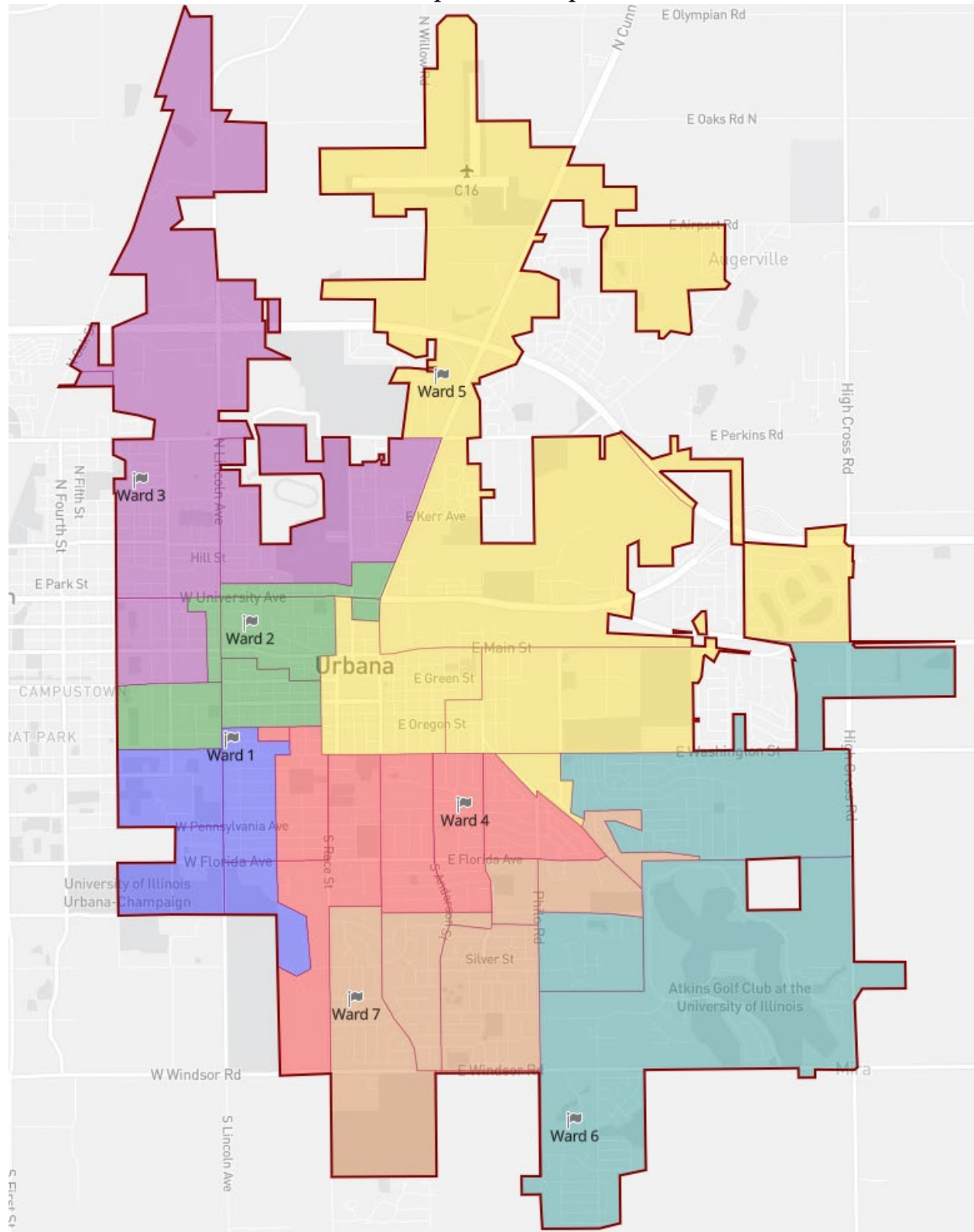
N/A

**Map 4 Link**

<https://davesredistricting.org/maps#ratings:72d33d27-70de-4196-b7bc-cb2e6c9e94c3>



**Map 5 Ward Map**



**Map 5 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,493	0.3%	5,275	45.9%	54.1%	17.0%	13.0%	24.1%
2	5,492	0.3%	5,195	44.0%	56.1%	9.7%	6.8%	38.2%
3	5,485	0.2%	4,686	25.5%	74.5%	6.5%	31.7%	35.7%
4	5,491	0.3%	4,516	61.5%	38.5%	6.1%	13.5%	17.0%
5	5,474	-0.1%	4,649	64.0%	36.0%	6.5%	20.6%	6.7%
6	5,426	-0.9%	4,269	62.5%	37.6%	5.1%	22.9%	8.5%
7	5,475	0.0%	4,547	58.9%	41.1%	5.1%	20.1%	14.1%
<b>Total</b>	<b>5,477</b>	<b>1.2%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

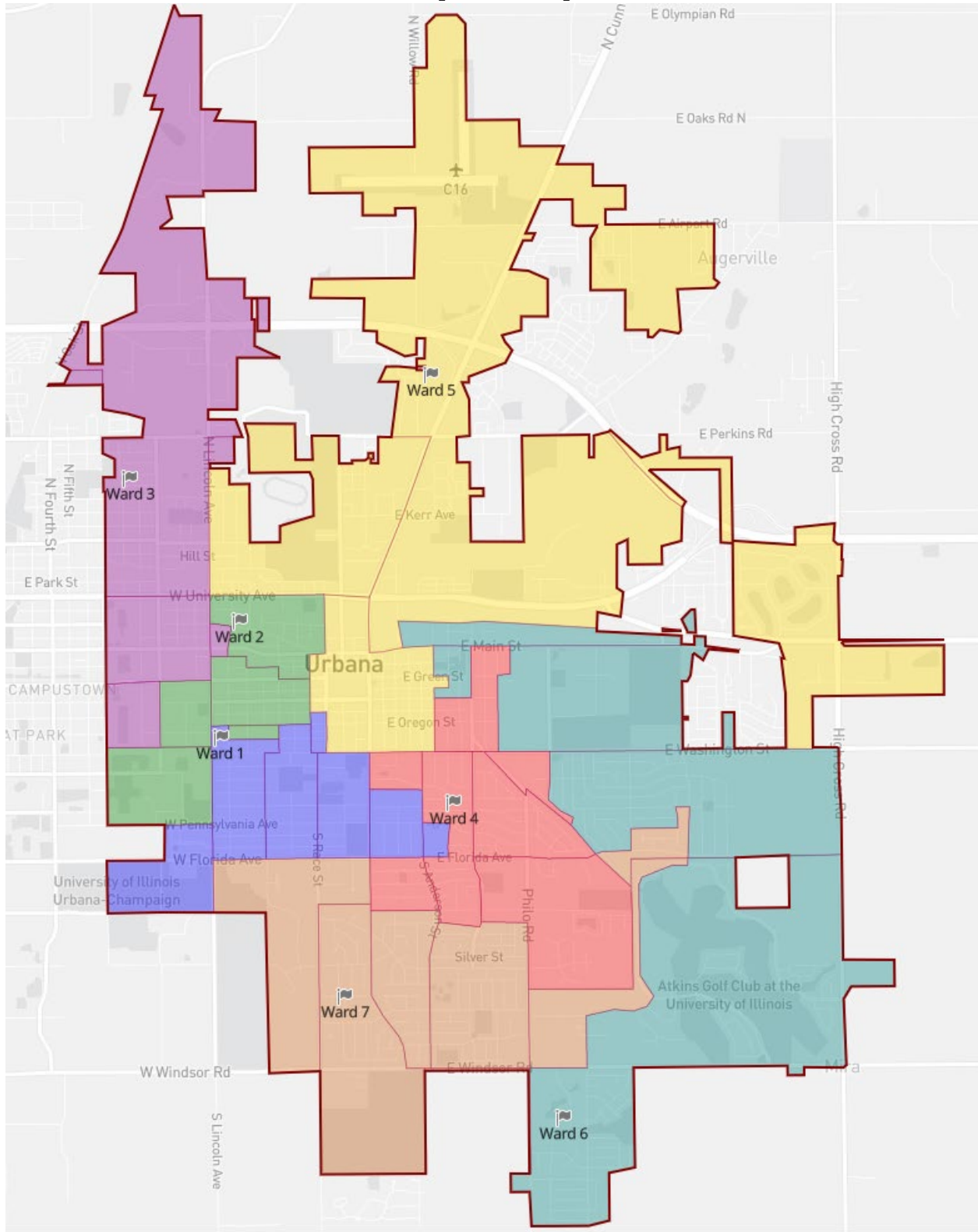
**Map 5 Submitter Narrative Excerpt**

N/A

**Map 5 Link**

<https://davesredistricting.org/maps#ratings::5248f593-a8b5-439b-8396-cae926dff8a>

**Map 6 Ward Map**



**Map 6 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,472	-0.1%	4,986	53.1%	47.0%	12.8%	12.3%	21.1%
2	5,469	-0.1%	5,234	46.9%	53.1%	13.8%	8.3%	29.9%
3	5,480	0.1%	4,988	24.5%	75.5%	6.4%	22.1%	46.5%
4	5,466	-0.2%	4,602	59.0%	41.1%	5.2%	20.8%	13.5%
5	5,460	-0.3%	4,544	58.1%	41.9%	6.4%	25.5%	8.2%
6	5,489	0.2%	4,238	59.6%	40.4%	6.0%	27.2%	5.8%
7	5,500	0.4%	4,545	61.7%	38.4%	5.8%	12.4%	18.4%
<b>Total</b>	<b>5,477</b>	<b>0.7%</b>	<b>4,734</b>	<b>51.3%</b>	<b>48.7%</b>	<b>8.2%</b>	<b>18.1%</b>	<b>21.2%</b>

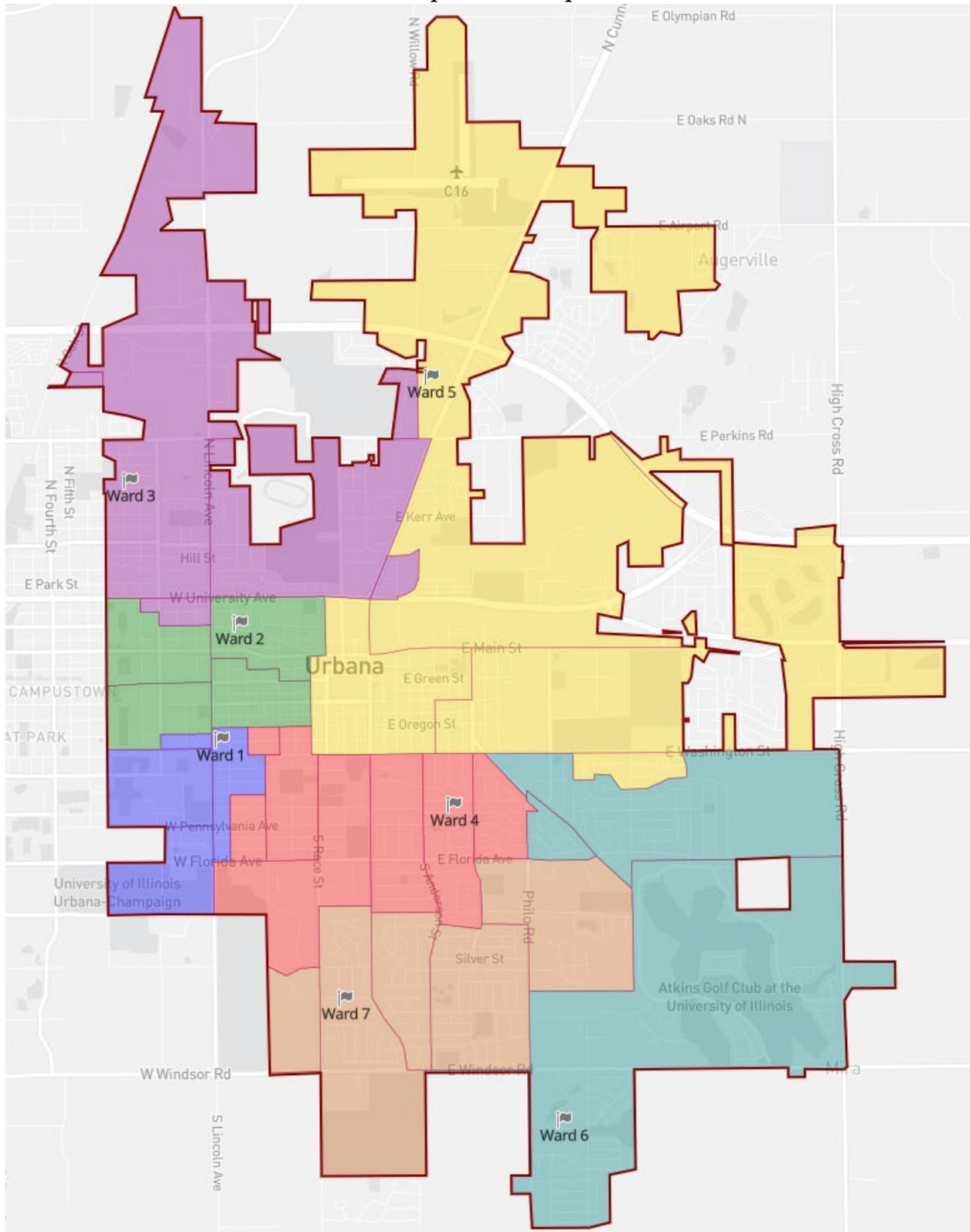
**Map 6 Submitter Narrative Excerpt**

N/A

**Map 6 Link**

<https://davesredistricting.org/maps#ratings::4eac33a3-5018-4e41-a9f9-a2d8297c43cd>

**Map 7 Ward Map**



**Map 7 Key Statistics**

Ward	Total Pop	Deviation	Total VAP	White	Minority	Hispanic	Black	Asian
1	5,370	-2.0%	5,240	45%	55%	17%	13%	25%
2	5,270	-3.8%	5,006	42%	58%	10%	6%	40%
3	5,396	-1.5%	4,550	27%	73%	7%	35%	31%
4	5,634	2.9%	4,666	62%	38%	6%	12%	18%
5	5,579	1.9%	4,733	65%	35%	6%	20%	7%
6	5,556	1.5%	4,293	59%	41%	6%	26%	8%
7	5,531	1.0%	4,649	60%	40%	5%	18%	16%
<b>Total</b>	<b>5,477</b>	<b>6.7%</b>	<b>4,734</b>	<b>51%</b>	<b>49%</b>	<b>8%</b>	<b>18%</b>	<b>21%</b>

**Map 7 Submitter Narrative Excerpt**

*I wanted to strike a balance between keeping existing districts largely intact, creating more compact districts, and regaining population equality. Each district is largely composed of the same area and population that they were composed of, with the notable exception of the partial enclave in northeast Urbana, containing landmarks such as the post office, ALDI or Walmart, bounded on the east by High Cross Road. Notably, districts 4, 6 and 7 are more compact than they were. The only time precincts are split are for population equality purposes, and to the best of my knowledge, all incumbents (from the provided landmark data in DRA) are in their current ward.*

*I have been redistricting for 4 years, and am a member of the Princeton Gerrymandering Project's mapping corps, as well as a resident of Urbana.*

**Map 7 Link**

<https://davesredistricting.org/join/fa477e81-e2f3-4aa5-b2b1-22349442ca40>