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**DATE:** Monday, July 07, 2025  
**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. 06-02-2025 City Council Meeting Minutes
  - 2. 06-02-2025 Committee of the Whole Meeting Minutes
  - 3. 06-09-2025 City Council Public Hearing Meeting Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Christopher Evans, Ward 2*)
  - 1. Consent Agenda
    - a. **Resolution No. 2025-06-056R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Champaign County Health Care Consumers – Public Benefits Navigation, Application, and Enrollment Services Program – CD
    - b. **Resolution No. 2025-06-057R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Champaign-Urbana Public Health District – Free Friday Market Program – CD
    - c. **Resolution No. 2025-06-041R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Crisis Nursery – Safe Children Program – CD
    - d. **Resolution No. 2025-06-042R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Cunningham Children's Home – Residential Treatment Program – CD

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

- e. Resolution No. 2025-06-043R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Don Moyer Boys & Girls Club – RIDES (Reach, Inspire, Develop, Empower, Support) Program – CD
- f. Resolution No. 2025-06-044R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Habitat for Humanity of Champaign County – Financial Capability and Stability Program – CD
- g. Resolution No. 2025-06-045R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – The Land Connection – Farmers Market Benefits Program – CD
- h. Resolution No. 2025-06-047R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Sola Gratia Farm – Free Friday Market Program – CD
- i. Resolution No. 2025-06-048R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Champaign Independent Media Center – Technology Empowerment & Access Program – CD
- j. Resolution No. 2025-06-049R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Neighborhood Connections Center – After-school Enrichment Program – CD
- k. Resolution No. 2025-06-050R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Neighborhood Connections Center – College & Career Readiness Program – CD
- l. Resolution No. 2025-06-051R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Park District – Youth Scholarship Program – CD
- m. Resolution No. 2025-06-052R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Farm to School Program – CD
- n. Resolution No. 2025-06-053R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Tiger Academy Program – CD
- o. Resolution No. 2025-06-054R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Urbana Sixth Grade Center SPLASH Program – CD
- p. Resolution No. 2025-06-055R:** A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP FY 2021/2022 – CD

## 2. Regular Agenda

- a. **Resolution No. 2025-06-046R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Rape Advocacy, Counseling, & Education Services (RACES) – Survivor Services Trauma Therapy Program – CD

### H. Reports of Special Committees

### I. Reports of Officers

### J. Mayoral Appointments

#### 1. Mayoral Staff Appointment

##### *Director of Community Development Services*

– Olivia Jovine (term ending June 30, 2027)

#### 2. Board and Commission Reappointments

##### *Civil Service Commission*

– Traci E. Nally (term ending June 30, 2028)

##### *Plan Commission*

– Will Andresen (term ending June 30, 2028)

### K. Adjournment

## PUBLIC INPUT

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

### Email Input

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

### Written Input

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

### Verbal Input

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

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

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

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

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

**Accommodation**

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

- Phone: 217.384.2366
- Email: [CityClerk@urbanil.gov](mailto:CityClerk@urbanil.gov)



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

**MEMORANDUM TO THE MAYOR AND CITY COUNCIL**

**Meeting:** June 16, 2025 Committee of the Whole

**Subject:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Champaign County Health Care Consumers – Public Benefits Navigation, Application, and Enrollment Services Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Champaign-Urbana Public Health District – Free Friday Market Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Crisis Nursery – Safe Children Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Cunningham Children's Home – Residential Treatment Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Don Moyer Boys & Girls Club – RIDES (Reach, Inspire, Develop, Empower, Support) Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Habitat for Humanity of Champaign County – Financial Capability and Stability Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – The Land Connection – Farmers Market Benefits Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Rape Advocacy, Counseling, & Education Services (RACES) – Survivor Services Trauma Therapy Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Sola Gratia Farm – Free Friday Market Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Champaign Independent Media Center – Technology Empowerment & Access Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Neighborhood Connections Center – After-school Enrichment Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Neighborhood Connections Center – College & Career Readiness Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana Park District – Youth Scholarship Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Farm to School Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Tiger Academy Program

A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – Urbana School District #116 – Urbana Sixth Grade Center SPLASH Program

## Summary

### *Action Requested*

The City of Urbana Committee of the Whole is being asked to consider the attached resolutions. The resolutions approve and authorize the execution of subrecipient agreements as part of the City's Community Services Grant Program. Award amounts for each program can be found in Attachment I, and program descriptions can be found as attachments to the agreements for each organization.

*Recommendation*

Staff recommend approval of the resolutions approving and authorizing the execution of subrecipient agreements with thirteen agencies to support sixteen programs.

**Relationship to City Services and Priorities***Impact on Core Services*

There will be no impact on core City services as a result of approving the proposed Resolutions.

*Strategic Goals & Plans*

Approval of the proposed Resolutions will further the strategies and objectives described in the City of Urbana and Urbana HOME Consortium FY 2025-2029 Consolidated Plan, and 2025-2026 Annual Action Plan. Approval of the Resolutions will also further the following City Council Strategic Goals:

- 1.1 (A) *Continue to fund community partners and projects that address the root causes of violence with continual program monitoring and evaluation.*
- 1.3 (B) *Continue to fund community partners and projects that promote health, wellness, drug and alcohol treatment, and that support families suffering from domestic violence; with continual program monitoring and evaluation.*
- 2.1 (A) *Coordinate with housing and social service agencies to reduce homelessness.*

*Previous Council Actions*

Approval of social service funding takes place annually. Council approved FY25 Youth Services subrecipient agreements on June 10, 2025.

**Discussion***Background*

The Community Services Grant Program provides grants to local agencies that support low-income Urbana residents through community-based programming and services. It is an expansion of the Youth Services Grant offered in previous years; service providers may now service low-income Urbana residents generally, and funding is not limited to youth service organizations (though youth service is still an eligible subcategory). In FY26, \$500,000 was made available for Community Services grants. This funding for FY26 comes from the City general fund.

Applications for the FY26 Community Services Grant Program opened on February 3, 2025, and closed on April 7, 2025. Staff solicited proposals by sharing information through the City's social media accounts, the local news media, as well as county-wide social service groups. Staff held two grant assistance workshops for agencies that were interested in applying. All workshop materials as well as an FAQ document were made publicly available on the City's website.

Once applications closed on April 7, a review committee was convened to review and score the grant proposals, and to make funding recommendations. The Committee used a scoring matrix tool to evaluate each application. The scoring tool is included as Attachment II.

The committee recommends funding thirteen agencies to support sixteen programs, totaling \$391,827.06. The Committee based funding recommendations on several factors, including overall score, the agency's ability to fill existing gaps in services, proposed numbers served, and anticipated long-term impact. Applications from Champaign-Urbana Jewish Federation, Champaign County Christian Healthcare Center, and First Followers were not recommended for funding for the FY26 program year. Applications from six additional organizations were deemed ineligible based on incomplete application materials.

#### *Fiscal Impact*

A total of \$500,000 from City general funds was made available to support FY26 Community Services grants. The review committee has recommended \$391,827.06 in funding to sixteen programs. The commitment of general funds is subject to approval of the City's FY26 budget. The City reserves the right to alter grant awards based on the availability of funding. The balance of \$108,172.94 that was made available for FY26 would remain in City general funds for future use at City Council discretion.

#### *Next Steps*

Once the Resolutions are approved by Council, staff will execute subrecipient agreements with each agency. The grant period will begin on July 1, 2025, and end June 30, 2026.

#### **Attachments**

1. FY26 Funding Recommendations
2. Scoring Tool
3. Resolutions and Agreements

Originated by: Nick Olsen, Community Development Coordinator

Reviewed: Breaden Belcher, Grants Division Manager

Approved: Elizabeth Hannan, Interim City Administrator

**Attachment I  
Funding Recommendations**

Agency Name	Program Name	Request Amount	Recommendation
Champaign County Health Care Consumers	Public Benefits Navigation, Application, and Enrollment Services	30,000.00	\$28,670.00
Champaign-Urbana Public Health District	Free Friday Market	\$29,952.00	\$29,952.00
Crisis Nursery	Safe Children Program	30,000.00	\$30,000.00
Cunningham Children's Home of Urbana II	Residential Treatment	20,000.00	\$20,000.00
Don Moyer Boys & Girls Club	RIDES (Reach, Inspire, Develop, Empower, Support) Program	20,070.00	\$20,070.00
Habitat for Humanity of Champaign County	Financial Capability and Stability Program	\$25,000.00	\$25,000.00
Rape Advocacy, Counseling, & Education Services (RACES)	Survivor Services Trauma Therapy FY26	50,000.00	\$50,000.00
Sola Gratia Farm	Free Friday Market	30,964.00	\$27,000.00
The Land Connection	Farmers Market Benefits	33,475.00	\$10,000.00
Urbana Champaign Independent Media Center	Technology Empowerment & Access	30,000.00	\$22,600.00
Urbana Neighborhood Connections Center	After-school Enrichment	\$30,000.00	\$29,000.00
Urbana Neighborhood Connections Center	College & Career Readiness	\$20,000.00	\$14,000.00
Urbana Park District	Youth Scholarship Program	10,000.00	\$10,000.00
Urbana School District #116	Farm to School	34,500.00	\$34,500.00
Urbana School District #116	Tiger Academy	11,035.06	\$11,035.06
Urbana School District #116	SPLASH Program	30,000.00	\$30,000.00
			<b>\$391,827.06</b>

Attachment II  
Scoring Tool

City of Urbana Community Services Grant Program Application Evaluation Criteria (PY 2026)		
Agency Name:		Program Name:
<b>Program Eligibility (Unscored)</b>		<i>Proposals must meet each of the program eligibility criteria in order to be considered for funding</i>
Y/N		
1. Program addresses at least one key service area		
2. All required application documentation has been submitted as prescribed		
Criteria	Score	Scoring Benchmark
1. Proposed program meets an unmet need or gap in service in the community		Yes (3); No (0) <i>Based on narrative</i>
2. Agency has experience securing and managing grant awards		Yes (1); No (0) <i>Based on budget narrative</i>
3. Agency demonstrates capacity to operate program beyond this year's funding		Yes (2); No (0) <i>Based on narrative</i>
4. Proposed program increases services rather than replacing existing services		Yes (1); No (0) <i>Based on narrative</i>
5. Agency has clearly defined success measures to demonstrate program impact		Yes (1); No (0) <i>Based on narrative</i>
6. Agency has experience successfully offering similar programming		Yes (1); No (0) <i>Based on narrative</i>
7. Agency leverages funds to support program		Yes (2); No (0) <i>Based on budget narrative</i>
8. Program costs are reasonable		Yes (2); No (0) <i>Based on budget</i>
9. Applicant demonstrates experience collaborating with other organizations		Yes (2); No (0) <i>Based on narrative</i>
10. More than 51% of agency Board is composed of BIPOC members		Yes (5); No (0) <i>Based on Section G</i>
<b>Maximum Score: 20</b>		

**Scoring:** Agencies with higher scores are not guaranteed funding. Numeric scores are used as a guideline for the Review Committee to ensure a fair and objective process. The narratives provided in the application will help guide the Committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to very-low-income Urbana Residents. Agencies may be selected for partial funding based on funding availability, and score. All funding decisions are subject to final review and approval by the Urbana Community Development Commission, and Urbana City Council.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – CHAMPAIGN COUNTY HEALTH CARE CONSUMERS – PUBLIC BENEFITS NAVIGATION, APPLICATION, AND ENROLLMENT SERVICES PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Champaign County Health Care Consumers has heretofore expressed their intent to operate the Public Benefits Navigation, Application, and Enrollment Services Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$28,670.00 in City general funds to Champaign County Health Care Consumers so as to operate and administer the Public Benefits Navigation, Application, and Enrollment Services Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Champaign County Health Care Consumers, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$28,670.00.
  - b) The grant will be used to administer Public Benefits Navigation, Application, and Enrollment Services (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.

- e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.
- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the

email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Claudia Lennhoff, Executive Director  
Champaign County Health Care Consumers  
44 E. Main Street, Suite 208  
Champaign, IL 61820-3649

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**Attachment A**  
Program Description

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CCHCC's Public Benefits Navigation, Application, & Enrollment Services Program assists low-income City of Urbana residents in accessing and enrolling in vital public benefits to achieve health and economic stability. These services include help with timely and affordable healthcare access, health insurance enrollment, SNAP enrollment, some housing navigation, and applications for hospital financial assistance, Township assistance, LIHEAP, free phones, Disability Benefits, Medicare Savings, and Medicare Extra Help. The program's immediate goal is to provide health and economic stabilization and food security, with a long-term impact of sustaining these benefits and reducing the risk of homelessness for economically vulnerable households.

Attachment B  
Program Budget

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**Award amount:**        \$ \$28,670.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

<b>Program Budget</b>		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$21,170.00
Direct client assistance	Up to 3 months of rent and utilities for Urbana residents at-risk of homelessness	\$7,500.00
<b>Total:</b>		<b>\$28,670.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT – FREE FRIDAY MARKET PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Champaign-Urbana Public Health District has heretofore expressed their intent to operate the Free Friday Market Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$29,952.00 in City general funds to Champaign-Urbana Public Health District so as to operate and administer the Free Friday Market Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Champaign-Urbana Public Health District, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$29,952.00.
  - b) The grant will be used to administer Free Friday Market (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Jennifer Lotton, Community Nutrition  
Programs Coordinator  
Champaign-Urbana Public Health District  
201 W. Kenyon Rd  
Champaign, IL 61820

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: The Grantee shall enter into a Memorandum of Understanding with Sola Gratia Farm for the joint operation of the Program in accordance with each Grantee's approved agreement.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Free Friday Market (FFM) is a seasonal (May - October), low-barrier food and resource distribution program hosted every Friday afternoon outside Cornerstone Fellowship, near Steer Place, in Urbana. The FFM is an active partnership between Champaign-Urbana Public Health District, Sola Gratia Farm, Niemann's, and Cornerstone Fellowship. Sola Gratia brings farm-fresh produce and food-producing plants and seeds, while CUPHD brings shelf-stable food donated by Niemann's, personal care items (i.e. condoms, period products, prenatal vitamins, NARCAN, children's dental supplies), and information about community resources.

FFM follows a simple, low-barrier access model with no eligibility or registration requirements. Individuals can simply come up to the market and get what they need, no questions asked. The program is deeply rooted in the community, with most attendees learning about it through word-of-mouth and community meetings. The majority of individuals served by the FFM live in the immediate vicinity, with nearly half frequenting the market every week and another third attending 2-3 times per month. In the current climate where individuals are seeing their SNAP benefits slashed and cost of living ever increasing, the FFM acts as an immediate lifeline.

CUPHD seeks funds to bolster the FFM to better meet the community's needs and address multi-faceted aspects of nutrition security and SDOH through provision of more diverse healthy foods and hygiene products, the development of brief educational opportunities, and the addition of a pop-up respiratory virus vaccination clinic in the fall. City funds will also allow the FFM to strengthen community outreach efforts, ensuring that more households in the Silverwood area are aware of the FFM and other community resources.

Attachment B  
Program Budget

**Award amount:**        \$ \$29,952.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

<b>Program Budget</b>		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$10,778.00
Supplies	Includes education materials, items for distribution, marketing materials (including translation costs), and other miscellaneous supply costs directly associated with Free Friday Market	\$19,174.00
<b>Total:</b>		<b>\$29,952.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – CRISIS  
NURSERY – SAFE CHILDREN PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Crisis Nursery has heretofore expressed their intent to operate the Safe Children Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$30,000.00 in City general funds to Crisis Nursery so as to operate and administer the Safe Children Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Crisis Nursery, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$30,000.00.
  - b) The grant will be used to administer Safe Children Program (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Stephanie Record, Executive Director  
Crisis Nursery  
1309 W Hill  
Urbana, IL 61801

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Safe Children program provides emergency childcare for children ages birth-through-six whose families are experiencing a crisis. Crisis Nursery is the only emergency-based childcare facility open 24 hours, 365 days a year for the entire community to access with no fees or income eligibility. The program provides basic needs during children's time at the Nursery and they participate in developmentally appropriate activities, supervised play, positive reinforcement, and positive interaction with trained staff members and volunteers.

Services provided in the Safe Children program include:

- Crisis Care: 24/7 crisis care is available to families experiencing situations that could put their children at risk of harm (i.e. parental stress, homelessness, domestic violence, and medical emergencies).
- Planned Respite Care: Scheduled respite for families in acute crisis, giving caregivers the time necessary to set and achieve goals.
- Assessment: Developmental and socio-emotional assessments for children to help educate parents on typical child development and potential delays.
- Crisis Counseling: Help in prioritizing needs and problem solving to help resolve immediate crises.
- Basic Needs Items: Items to help parents provide for the basic care of their children.
- Follow-Up Services: A follow-up contact is made with every family after their use of the program.

Attachment B  
Program Budget

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**Award amount:**        \$ \$30,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$26,700.00
Facility costs	Occupancy, utilities, minor repairs and maintenance	\$3,300.00
<b>Total:</b>		<b>\$30,000.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
CUNNINGHAM CHILDREN'S HOME – RESIDENTIAL TREATMENT PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Cunningham Children's Home has heretofore expressed their intent to operate the Residential Treatment Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$20,000.00 in City general funds to Cunningham Children's Home so as to operate and administer the Residential Treatment Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Cunningham Children's Home, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$20,000.00.
  - b) The grant will be used to administer Residential Treatment (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Ginger Mills, Director of Advancement  
Cunningham Children's Home  
1301 North Cunningham Ave  
Urbana, IL 61802

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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Cunningham's Residential Treatment Program offers a structured yet flexible continuum of care for up to 31 boys aged 9-17 with complex behavioral health needs. The program provides the highest level of restricted care while fostering independence and self-regulation. Youth, often with histories of trauma, abuse, and neglect, receive individualized behavior support, education, and safety plans from an interdisciplinary team of therapists, social workers, educators, and mentors, all committed to trauma-informed support. The program focuses on helping youth stabilize emotionally, develop coping strategies, improve peer interactions, and build trust in supportive relationships through therapy, recreation, and enrichment activities.

Long-term, the program aims to equip youth with the skills for successful transitions into adulthood, supporting family reunification, placement in supportive settings, academic achievement, and the development of vocational and independent living skills.



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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – DON MOYER BOYS & GIRLS CLUB – RIDES (REACH, INSPIRE, DEVELOP, EMPOWER, SUPPORT) PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Don Moyer Boys & Girls Club has heretofore expressed their intent to operate the RIDES (Reach, Inspire, Develop, Empower, Support) Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$20,070.00 in City general funds to Don Moyer Boys & Girls Club so as to operate and administer the RIDES (Reach, Inspire, Develop, Empower, Support) Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Don Moyer Boys & Girls Club, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$20,070.00.
  - b) The grant will be used to administer RIDES (Reach, Inspire, Develop, Empower, Support) Program (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.

e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.
- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the

email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Monica Miles, Chief Operating Officer  
Don Moyer Boys & Girls Club  
201 E. Park St.  
Champaign, IL 61820

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Don Moyer Boys & Girls Club (DMBGC) offers the RIDES (Reach, Inspire, Develop, Empower, Support) Program to address transportation barriers for Urbana youth aged 6-18, ensuring access to their high-quality after-school enrichment programs. This program significantly expands DMBGC's capacity to serve Urbana youth, who are largely youth of color from underserved neighborhoods.

The RIDES Program increases van services, providing after-school pickups from all eight Urbana School District #116 schools (up from four) and daily transportation for Urbana youth back home after the program. It also reserves up to 50 dedicated after-school program spaces specifically for Urbana youth at no cost to families. By improving accessibility, RIDES aims to increase Urbana youth participation in targeted academic enrichment, fostering social-emotional learning, career readiness, positive relationships with mentors, healthy lifestyles, and identity exploration within a supportive environment. This ultimately contributes to a higher number of Urbana youth graduating with a positive plan for their future.

Attachment B  
Program Budget

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**Award amount:**        \$ \$20,070.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$18,270.00
Vehicle service	Routine maintenance and service for program van	\$1,800.00
<b>Total:</b>		<b>\$20,070.00</b>

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY – FINANCIAL CAPABILITY AND  
STABILITY PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Habitat for Humanity of Champaign County has heretofore expressed their intent to operate the Financial Capability and Stability Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$25,000.00 in City general funds to Habitat for Humanity of Champaign County so as to operate and administer the Financial Capability and Stability Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Habitat for Humanity of Champaign County, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$25,000.00.
  - b) The grant will be used to administer Financial Capability and Stability Program (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City’s written notice of default. Unless the Grantee’s default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney’s fees and costs, arising from or in any way related to the Grantee’s activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City’s express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Allison Garrett, Family Services Director  
Habitat for Humanity of Champaign County  
1914 Glenn Park Drive  
Champaign, IL 61821

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Habitat Homebuyer/Financial Stability and Capability Program serves low to moderate income (ALICE) individuals by providing access to resources and support needed to make informed decisions to achieve and sustain financial security through homeownership while addressing barriers to homeownership that minority and low-income families often face. The program combines group financial education, individual financial counseling, and mortgage support to help participants achieve and maintain financial stability. Habitat offers free financial education courses to Urbana residents with topics covering Managing Your Money, Are You Ready to Buy a Home, Understanding Credit, Getting a Mortgage Loan, Shopping For a Home, Protecting Your Investment, Home Maintenance, and Community Involvement, along with free financial planners and resources to participants

Attachment B  
Program Budget

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**Award amount:**        \$ \$25,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$19,250.00
Supplies	Miscellaneous supply costs directly associated with program	\$5,750.00
<b>Total:</b>		<b>\$25,000.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – THE LAND CONNECTION – FARMERS MARKET BENEFITS PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, The Land Connection has heretofore expressed their intent to operate the Farmers Market Benefits Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000.00 in City general funds to The Land Connection so as to operate and administer the Farmers Market Benefits Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and The Land Connection, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$10,000.00.
  - b) The grant will be used to administer Farmers Market Benefits (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Jacquelyn Evers, Executive Director  
The Land Connection  
503 E John St.  
Champaign, IL 61820-5703

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A Program Description

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The Land Connection provides market benefits programming at the Urbana Market at the Square and Champaign-Urbana Winter Farmers Market in Lincoln Square Mall, annually assisting approximately 2,300 Urbana residents by increasing their food purchasing power. This is achieved through three key programs:

The SNAP/Link match (Link Up Illinois) allows individuals to swipe their Link card, receiving a dollar-for-dollar match up to \$25 for fruit and vegetable purchases in the summer. During winter, the match doubles to two dollars for every dollar swiped, covering fruits, vegetables, and other SNAP-eligible products. This means a \$25 swipe yields \$50 in summer and \$75 in winter to spend at the market.

The WIC/Senior Farmers Market Nutrition Program match offers additional funds to those using government-issued farmers market checks. WIC recipients gain an extra \$30, totaling \$60, while Senior participants receive an additional \$50, bringing their total to \$100, all for use on fruits and vegetables.

The NeighborFood Bucks program directly supports individuals facing hunger who do not qualify for federal nutrition assistance. Partnering with local organizations, The Land Connection provides \$15 in "Bucks" for SNAP-eligible products to these individuals at the market, solely for same-day use.

This program not only addresses immediate food needs but also strengthens the local economy, as market benefits sales constitute a significant portion of vendor revenue, keeping more dollars within the community.

Attachment B  
Program Budget

---

**Award amount:**        \$ \$10,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Marketing & Communications Director	Salary and benefits	\$2,500.00
Advertising	Marketing costs for services at Urbana markets	\$5,000.00
Supplies	Miscellaneous supplies directly associated with Urbana markets	\$2,500.00
<b>Total:</b>		<b>\$10,000.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – SOLA  
GRATIA FARM – FREE FRIDAY MARKET PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Sola Gratia Farm has heretofore expressed their intent to operate the Free Friday Market Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$27,000.00 in City general funds to Sola Gratia Farm so as to operate and administer the Free Friday Market Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Sola Gratia Farm, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$27,000.00.
  - b) The grant will be used to administer Free Friday Market (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Traci Barkley, Director  
Sola Gratia Farm  
1821 East Mumford Drive  
Urbana, IL 61802

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: The Grantee shall enter into a Memorandum of Understanding with the Champaign-Urbana Public Health District for the joint operation of the Program in accordance with each Grantee's approved agreement.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Free Friday Market (FFM), in partnership with the Champaign-Urbana Public Health District and hosted at Cornerstone Fellowship on East Colorado Avenue, currently operates weekly from early May through October, providing fresh produce, plants, seeds, and health resources to low-income residents. Sola Gratia Farm, which supplies the produce, continuously adapts its crop plan to meet community preferences and has established a "Community Classroom" at its farm on Philo Road, offering workshops and educational programs led by newly hired Farm Educators. These educators also provide garden kits and on-site instruction at the FFM, aiming to empower residents in personal food production and promote healthy eating amidst economic challenges.

Attachment B  
Program Budget

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**Award amount:**        \$ \$27,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$11,000.00
Food for distribution	Expenses related to seeds, cultivation, irrigation, harvesting, washing, and packing	\$11,000.00
Supplies	Miscellaneous supplies directly associated with Free Friday Market	\$5,000.00
<b>Total:</b>		<b>\$27,000.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – URBANA CHAMPAIGN INDEPENDENT MEDIA CENTER – TECHNOLOGY EMPOWERMENT & ACCESS PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana Champaign Independent Media Center has heretofore expressed their intent to operate the Technology Empowerment & Access Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$22,600.00 in City general funds to Urbana Champaign Independent Media Center so as to operate and administer the Technology Empowerment & Access Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana Champaign Independent Media Center, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$22,600.00.
  - b) The grant will be used to administer Technology Empowerment & Access (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City’s written notice of default. Unless the Grantee’s default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney’s fees and costs, arising from or in any way related to the Grantee’s activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City’s express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Miriam Larson, Executive Director  
Urbana Champaign Independent Media Center  
1301 North Cunningham Ave  
Urbana, IL 61802

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**Attachment A**  
Program Description

---

UCIMC proposes to hire two interns, each working 10hrs/week, who will research and launch the Technology Empowerment and Access program. Both interns will split their time between digital navigation and community media. Their focus will be on engaging and supporting local Spanish-speakers. Half of their time will be spent as direct-service providers, the other half will focus on community-media production or distribution via UCIMC’s radio station, WRFU. Community Media work will focus on educational campaigns including countering disinformation, providing information about labor rights, and promoting community resources & events. Interns will be guided in building the program by our Program Coordinator and Executive Director.

Attachment B  
Program Budget

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**Award amount:**        \$   \$22,600.00  

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Personnel costs for two program interns working under UCIMC program coordinator	\$20,000.00
Program Laptops	Laptops to be used for activities associated with Technology Empowerment and Access program/program intern use	\$2,600.00
<b>Total:</b>		<b>\$22,600.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS CENTER – AFTER-SCHOOL ENRICHMENT PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana Neighborhood Connections Center has heretofore expressed their intent to operate the After-school Enrichment Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$29,000.00 in City general funds to Urbana Neighborhood Connections Center so as to operate and administer the After-school Enrichment Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana Neighborhood Connections Center, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$29,000.00.
  - b) The grant will be used to administer After-school Enrichment (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City’s written notice of default. Unless the Grantee’s default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney’s fees and costs, arising from or in any way related to the Grantee’s activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City’s express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Dr. Jeniece Mitchell, Executive Director  
Urbana Neighborhood Connections Center  
1401 E. Main Street  
Urbana, IL 61802

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**Attachment A**  
Program Description

---

During the academic school year, the Community Study Center enrolls around 60 youth between the after-school study activities, college and career initiative, and school-out day activities. The afterschool homework and tutorial sessions are offered Monday through Friday from 3:00 – 6:00 p.m. for ages K-12, where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC’s Activity Leaders. Upon completion of academics, youth may participate in recreational activities (sports, board games, team building activities, etc.), arts and crafts, dance groups, social responsibility groups, movies or digital learning activities. School Out days are held from 8:00 to 5:30 p.m. During summer break, UNCC conducts an eight-week Summer Enrichment Camp (7:30 a.m. – 5:30 p.m. Monday through Friday), during which youth are provided small group morning academic enrichment sessions focused on reading, writing and math along with social/emotional developments and digital literacy, along with afternoon recreational and leisure activities.

Attachment B  
Program Budget

---

**Award amount:**        \$ \$29,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$25,000.00
Facility and utility expenses	Includes electricity, water, garbage, gas, and internet costs associated with program facilities and operation	\$4,000.00

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
URBANA NEIGHBORHOOD CONNECTIONS CENTER – COLLEGE & CAREER  
READINESS PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana Neighborhood Connections Center has heretofore expressed their intent to operate the College & Career Readiness Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$14,000.00 in City general funds to Urbana Neighborhood Connections Center so as to operate and administer the College & Career Readiness Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 – 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana Neighborhood Connections Center, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$14,000.00.
  - b) The grant will be used to administer College & Career Readiness (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.

e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to

the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.
- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them

pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Dr. Jeniece Mitchell, Executive Director  
Urbana Neighborhood Connections Center  
1401 E. Main Street  
Urbana, IL 61802

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: Programs and/or brochures for college tours must be submitted with reimbursement requests.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

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

Name  
Title

Date: \_\_\_\_\_, 2025

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

DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

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

Name  
Secretary

Date: \_\_\_\_\_, 2025

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

Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The College & Career Readiness Program, also known as the Youth Development Program (UYDP), will provide academic support to low-income Urbana youth. UYDP operates as a comprehensive college and career readiness initiative mainly targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. Designed as a seamless one-stop youth development and transition program, UYDP continues to target youth in need of academic, social-emotional, and financial assistance preparation for success beyond high school.

UYDP youth benefit from many services and resources including: 1) weekly check-ins on academic status with follow-up referral for tutorials in English, math, and science; 2) twice monthly individuals and group mentoring with students attending UIUC, Parkland, and local community alumni from various institutions of higher educations; 3) in and out-of-state college tours; and 4) one-to-one assistance with completion of the college application process, which included a parent workshop focused on completion of the federal student aid application facilitated by a representative from the Illinois Student Assistance Commission. In addition to the above college preparation enrichment, participants engaged in monthly digital and community-wide workforce exploration experiences including tours to local employers.

Attachment B  
Program Budget

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**Award amount:**        \$ \$14,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$10,000.00
Travel costs	Includes lodging, travel, and meal costs associated with college tours for program participants	\$4,000.00

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
URBANA PARK DISTRICT – YOUTH SCHOLARSHIP PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana Park District has heretofore expressed their intent to operate the Youth Scholarship Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000.00 in City general funds to Urbana Park District so as to operate and administer the Youth Scholarship Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana Park District, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$10,000.00.
  - b) The grant will be used to administer Youth Scholarship Program (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City’s written notice of default. Unless the Grantee’s default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney’s fees and costs, arising from or in any way related to the Grantee’s activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City’s express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender’s email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Kelsey Beccue, Development Manager  
Urbana Park District  
303 W University Ave  
Urbana, IL 61801

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

---

The Youth Scholarship Program helps families with financial need take advantage of park district programs. In addition to the free recreation programs provided by the park district, the Youth Scholarship Program is a vital piece of enhancing equity in access to recreation in our community. While scholarships are used for a variety of park district activities, they are most requested for our many summer camp opportunities. Camps function as a means of childcare for many families during the summer months while kids are out of school. The Youth Scholarship Program is a critical resource for many local families to ensure that their children have a safe and enriching space to be during the day while school is out. It is also important in helping introduce children to structured recreational activities such as youth sports, swimming lessons, and arts programs, as well as increasing youth access to membership-based recreational facilities, such as the Crystal Lake Park Family Aquatic Center the Health & Wellness Center.

Attachment B  
Program Budget

---

**Award amount:**        \$ \$10,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

<b>Program Budget</b>		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Youth scholarships reimbursement for Urbana Park District programs	Scholarship for Urbana youth from low-to-moderate income households	\$10,000.00
	<b>Total:</b>	<b>\$10,000.00</b>

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
URBANA SCHOOL DISTRICT #116 – FARM TO SCHOOL PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana School District #116 has heretofore expressed their intent to operate the Farm to School Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$34,500.00 in City general funds to Urbana School District #116 so as to operate and administer the Farm to School Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana School District #116, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$34,500.00.
  - b) The grant will be used to administer Farm to School (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.
5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.
6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.
7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.
8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.
9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:
- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Jenny Flowers, Farm to School Coordinator  
Urbana School District #116  
1101 E. University Ave.  
Urbana, IL 61802

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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Farm to School in the Urbana School District (USD) gardens into all 10 USD schools, assigns Garden Coordinators (GC) to each site, and employs a full-time Farm to School Coordinator. Curriculum kits are available for classroom and garden use, and a directory connects teachers and community members with local food industry professionals for field trips and guest lectures. The program collaborates with USD's Food Service Provider to incorporate locally sourced food into school breakfasts and lunches.

Students engage with school gardens to learn how to grow chemical-free food, while teachers utilize provided resources to facilitate hands-on educational experiences. Garden clubs operate in most schools, including after-school programs, lunchtime watering groups, and classroom seed-starting activities. Gardening and food cultivation are established as integral parts of the school culture, with educators outside the GC role seeking collaboration to expand student learning opportunities.

Garden Coordinators play a key role in maintaining the gardens and providing students with hands-on learning experiences. These year-round positions ensure that gardens remain weeded, watered, and harvested throughout the summer. Coordinators organize workdays where students collaborate with community partners such as UIUC's Entomology Department and UIUC MANNRS, gaining valuable skills in chemical-free food production. The program emphasizes the importance of students understanding where their food comes from, learning how to grow and prepare healthy meals, and developing lifelong skills that can be shared across generations. Schools serve as ideal environments for teaching these concepts, offering multiple avenues for students to connect with healthy food in classrooms, hands-on garden activities, and meal programs.

Attachment B  
Program Budget

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**Award amount:**       \$ \$34,500.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency's established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

<b>Program Budget</b>		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$23,000.00
Supplies	Includes gardening materials and printing cots associated with program	\$11,500.00
	<b>Total:</b>	<b>\$34,500.00</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – URBANA SCHOOL DISTRICT #116 – TIGER ACADEMY PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana School District #116 has heretofore expressed their intent to operate the Tiger Academy Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$11,035.06 in City general funds to Urbana School District #116 so as to operate and administer the Tiger Academy Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana School District #116, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$11,035.06.
  - b) The grant will be used to administer Tiger Academy (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Joseph Wiemelt, Executive Director of  
Secondary Multilingual & Alternative  
Programs  
Urbana School District #116  
303 E. Fairlawn Avenue  
Urbana, IL 61801

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A Program Description

---

Tiger Academy seeks to provide an after-school Career Pathways program for students who attend Tiger Academy during the school day as well as partnering with CTE and Industrial Technology students and staff at Urbana High School. This program will focus on career preparation in the following areas:

Engineering, Plumbing/Pipefitting, Roofing, Concrete, Painting, Ironworking, Carpentry, Electrician, Automotive Tech, Music Engineering, Video Production, Hair Braiding, Cosmetology, Nails, Fashion, Education, and Clerical work.

Tiger Academy's focus is to introduce students to these careers by providing workshop models after school twice per week for up to 20 weeks throughout the 2025-2026 school year. Through these after school workshops, students will be introduced to career options by USD116 staff, guest speakers/presenters/partners from those career areas, work site visits, as well as incorporating opportunities to job shadow work site mentors. The short-term goal is to introduce high school students to a variety of career pathways and reengage them in school with purpose, as well as foster a long-term plan for students beyond high school by securing a career pathway that can benefit the City of Urbana, local businesses and organizations, and our young people with an increase in graduates ready for the work force.

Attachment B  
Program Budget

---

**Award amount:**       \$ \$11,035.06

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$6,035.06
Supplies	Materials associated with program presentations, workshops, and fieldtrips	\$5,000.00
	<b>Total:</b>	<b>\$11,035.06</b>

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT –  
URBANA SCHOOL DISTRICT #116 – URBANA SIXTH GRADE CENTER SPLASH  
PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Urbana School District #116 has heretofore expressed their intent to operate the Urbana Sixth Grade Center SPLASH Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$30,000.00 in City general funds to Urbana School District #116 so as to operate and administer the Urbana Sixth Grade Center SPLASH Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Urbana School District #116, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$30,000.00.
  - b) The grant will be used to administer Urbana Sixth Grade Center SPLASH Program (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Tonya Dieken, Director of Grants and  
Secondary Leadership  
Urbana School District #116  
1101 E University, Suite B  
Urbana, IL 61802-3039

City of Urbana

Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

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The Urbana Sixth Grade Center (USGC) is launching a new after-school program, USGC SPLASH, for its approximately 320 sixth-grade students in Fall 2025, replicating the successful 20-year program from Urbana Middle School. Operating Monday-Thursday in six-week sessions with a goal of 100 student enrollments, USGC SPLASH will provide homework support, enrichment classes, and dinner until 5:30 p.m.

The program targets at-risk students, including minority students, low-income students, and those struggling academically. These groups include students below grade level, home-alone, or from troubled home environments, offering them a safe and purposeful after-school environment. The USGC SPLASH aims to address students' significant academic challenges, coupled with community violence and social-emotional needs, providing structured alternatives to unsupervised after-school hours.

USGC SPLASH will continue the tradition of improving academic performance, increasing positive school bonding, and engaging families in students' education, offering expanded, culturally sensitive learning opportunities in core subjects, tutoring, and recreational classes connected to College and Career Pathways.

Attachment B  
Program Budget

**Award amount:**        \$ \$30,000.00

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

<b>Program Budget</b>		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$30,000.00
<b>Total:</b>		<b>\$30,000.00</b>



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** June 16, 2025 Committee of the Whole

**Subject:** A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP FY 2021/2022

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### Summary

#### *Action Requested*

The City of Urbana Committee of the Whole is being asked to consider the attached resolution amending the Urbana HOME Consortium subrecipient agreement with Chamapign County Regional Planning Commission. The amendment will extend the agreement term from June 30, 2025 to June 30, 2026. All other provisions of the original subrecipient agreements will remain in effect.

#### *Community Development Commission Recommendation*

The Community Development Commission reviewed the resolutions on June 3, 2025, and voted unanimously to recommend approval to the Committee of the Whole.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

There will be no impact on core servcies as a result of approving the proposed resolution.

#### *Strategic Goals & Plans*

Approval of the proposed resolution will further City Council Strategic Goal 2.1 (A) *Coordinate with housing and social service agencies to reduce homelessness*, as well as the stratgies and objectives described in the City of Urbana and Urbana HOME Consortium FY 2020-2024 Consolidated Plan, and 2024-2025 Annual Action Plan.

#### *Previous Council Actions*

On January 23, 2023, the Urbana City Council approved Resolution [2023-01-003R](#) executing an Urbana HOME Consortium subrecipient agreement with Champaign County Regional Planning Commission for housing navigation services. On May 28, 2024, Council approved Resolution [2024-05-029R](#) extending the program completion date to June 30, 2025.

## Discussion

### *Background*

The original subrecipient agreement provided \$148,224 in HOME ARP funds to CCRPC to support housing navigation case management services for low-income households. Approval of the amendment will allow CCRPC to rollover the grant balance of \$25,137 to FY 2025-2026 and continue operating their housing navigation program until funds are expended. CCRPC's expenditure of funds has been delayed by staff turnover and hiring delays. By extending the agreement term, an additional 10-15 households will receive housing navigation case management services including housing application fees, renter's insurance, security deposits, and payment of utility and rental arrears that prevent clients from securing new permanent housing.

### *Next Steps*

If approved by Council, staff will rollover the grant balances to FY 2025-2026.

## Attachments

1. A Resolution Approving Amendment No. 2 to an Urbana HOME Consortium Subrecipient Agreement – Champaign County Regional Planning Commission – Housing Navigation Program – HOME ARP 2021/2022
2. Urbana HOME Consortium Subrecipient Agreement Amendment No. 2 – Champaign County Regional Planning Commission Housing Navigation Program

Originated by: Breaden Belcher, Grants Division Manager

Approved: Elizabeth Hannan, Interim City Administrator

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO AN URBANA HOME  
CONSORTIUM SUBRECIPIENT AGREEMENT**

**CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION  
\_HOUSING NAVIGATION PROGRAM**

**HOME ARP FY 2021/2022**

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

**WHEREAS**, on January 23, 2023 the Urbana City Council passed Resolution No. 2023-01-003R approving the subrecipient agreement for Champaign County Regional Planning Commission authorizing housing navigation activities under the HOME ARP Program; and

**WHEREAS**, on May 28, 2024 the Urbana City Council passed Resolution No. 2024-05-029R approving amendment No. 1 to the subrecipient agreement for Champaign County Regional Planning Commission to extend the completion date to June 30, 2025; and

**WHEREAS**, Champaign County Regional Planning Commission has requested an amendment to extend the program completion date to June 30, 2026.

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

Section 1. That an Agreement Amendment providing an extension of program completion to June 30, 2026, to provide housing navigation services to eligible populations in substantially the

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

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

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

AYES:

NAYS:

ABSTAINED:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor



**Urbana HOME Consortium  
Subrecipient Agreement Amendment No. 2**

**Champaign County Regional Planning Commission  
Housing Navigation Program**

**(HOME ARP 2021/2022)**

The City of Urbana (City) and Champaign County Regional Planning Commission (Subrecipient) (collectively, the “Parties” and individually, a “Party”) agree that this Amendment (Amendment) will amend the subrecipient agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this agreement shall prevail.

**Subgrantee Agreement No.:** 2122-CCRPC

**Item(s) Altered:**

       The total HOME ARP grant award to the Subrecipient has been changed.

          The new amount is: \$ \_\_\_\_\_

  X   The termination date for the Agreement, as amended, shall be extended to: **06/30/2026**

       The Scope of Services of the AGREEMENT shall be revised and is attached hereto.

       The Budget for this AGREEMENT shall be revised and attached hereto.

A copy of this Amendment No. 2 shall be appended to the original AGREEMENT.

**The Parties or their duly authorized representatives hereby execute this Amendment.**

**City of Urbana**

**Subrecipient**

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

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

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

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

**Effective Date:** This Amendment shall be effective upon execution by the City of Urbana.

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT – RAPE  
ADVOCACY, COUNSELING, & EDUCATION SERVICES (RACES) – SURVIVOR SERVICES  
TRAUMA THERAPY PROGRAM**

**(FY 2025-2026)**

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

**WHEREAS**, Rape Advocacy, Counseling, & Education Services (RACES) has heretofore expressed their intent to operate the Survivor Services Trauma Therapy Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$50,000.00 in City general funds to Rape Advocacy, Counseling, & Education Services (RACES) so as to operate and administer the Survivor Services Trauma Therapy Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

\_\_\_\_\_  
DeShawn B. Williams, Mayor

**CITY OF URBANA  
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and Rape Advocacy, Counseling, & Education Services (RACES), (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
  - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ \$50,000.00.
  - b) The grant will be used to administer Survivor Services Trauma Therapy FY26 (“Program”). The program description can be found in Attachment A.
  - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.
  
2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.
  
3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
  - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
    - (1) The equipment is materially necessary to carry out the Program.
    - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
    - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
    - (4) The Grantee shall not charge program participants a fee to use the equipment.
    - (5) The Grantee shall not purchase equipment without prior approval of the City.
  - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
  - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
  - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee  
Jaya Kolisetty, Executive Director  
Rape Advocacy, Counseling, & Education  
Services (RACES)  
301 S. Vine St Suite 103  
Urbana, IL 61801

City of Urbana  
Breaden Belcher, Manager  
Grants Division  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

18. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions: N/A

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
DeShawn B Williams  
Mayor

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name  
Secretary

By: \_\_\_\_\_  
Darcy E Sandefur  
City Clerk

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## Attachment A

### Program Description

---

RACES' Survivor Services Program offers trauma-informed, culturally competent therapy to survivors of sexual violence and stalking. Full-time Master's-level clinicians provide various treatment modalities, including cognitive-behavioral therapy, Eye Movement Desensitization and Reprocessing (EMDR), and arts-based therapy, tailored to client-identified goals. The program often has a waiting list, but City of Urbana funding allows RACES to prioritize Urbana residents, including youth, for faster placement with a therapist.

Beyond therapy, the Survivor Services Program provides 24/7 crisis intervention through a hotline and in-person walk-in services during business hours. Medical advocates offer 24/7 support at emergency departments, providing emotional support, explaining rights, and offering essential items. Legal advocates assist survivors navigating the legal system with court accompaniment, protective order filing, and access to victims' services programs. All services are survivor-centered, ensuring clients actively participate in their service plan. RACES also runs a prevention education program for individuals aged three and older, offering age-appropriate, trauma-informed sexual violence prevention programming.

Attachment B  
Program Budget

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**Award amount:**        \$   \$50,000.00  

*The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.*

- **Allowable:**
  - *Costs conform with the requirements of the Agreement.*
  - *Costs are consistent with generally accepted accounting principles.*
  - *Costs are adequately documented.*
- **Reasonable:**
  - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
  - *Costs demonstrate sound and prudent business practices.*
  - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
  - *Costs are consistent with agency’s established written purchasing policies and procedures.*
- **Allocable:**
  - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Program staff and fringe benefits	\$44,862.00
Miscellaneous	Includes training, travel, contractual services, and supplies	\$5,138.00
<b>Total:</b>		<b>\$50,000.00</b>



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 CITY COUNCIL

**Meeting:** July 7, 2025, Special City Council Meeting  
**Subject:** Staff Appointment

### Summary

#### *Action Requested*

City Council is asked to approve Olivia Jovine as Director of Community Development Services until June 30, 2027.

#### *Brief Background*

The attached summary of job responsibilities and information on the appointee is provided to the City Council as information to support the Mayor's recommended appointment.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Appointments made by the Mayor and approved by Council ensure that qualified individuals are placed in key leadership and operational roles, supporting effective governance, accountability, and continuity in the delivery of municipal services in line with community needs and policy goals.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

N/A

### Discussion

#### *Recommendation*

City Council is asked to approve Olivia Jovine as Director of Community Development Services until June 30, 2027.

### Attachments

1. Mayoral Appointment Incumbent Information

Originated by: Kate Levy, Executive Coordinator  
Reviewed by: Elizabeth Hannan, Interim City Administrator  
Approved: DeShawn Williams, Mayor

## Community Development Services Department

Director

### **OLIVIA JOVINE**

#### Job Summary

The Director of Community Development Services performs highly responsible and difficult administrative and technical work involving the planning, organization, direction, supervision and coordination of the City's Community Development Services Department. The employee in this class must establish and maintain close cooperative working relationships with supervisory personnel within this and other City departments and divisions, as well as with property owners, business representatives, developers, contractors, consulting engineers and architects, and the general public. The incumbent has overall responsibility for land use planning, zoning, economic development, various grant programs, and compliance with building and property maintenance codes. Additional activities include oversight of the Arts and Culture Program and Urbana's Market at the Square.

**Olivia Jovine** has a broad array of professional experience in private and public sector community and economic development, including the design and development of housing programs, real estate market analytics, urban planning and zoning, and project and team management. She most recently served as the Economic Intelligence and Interagency Affairs Program Manager for the Washington, DC Deputy Mayor's Office for Planning and Economic Development, where she oversaw several multimillion-dollar programs related to downtown housing; downtown real estate repurposing through tax incentives; and the execution of economic development programs, tax policies, and proposals. Olivia holds a Master of Science in Urban Planning from Columbia University (NY), a Bachelor of Arts in Urban and Environmental Studies from New York University and is currently recertifying as an AICP Certified Planner.



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:** July 7, 2025, Special Council Meeting  
**Subject:** Board and Commission Reappointments

---

**Summary**

*Action Requested*

City Council is asked to approve the following City board and commission reappointments.

*Brief Background*

**Civil Service Commission**

**Traci E. Nally – term ending June 30, 2028** (*original appointment August 15, 2013*)

Traci E. Nally has served on the Urbana Civil Service Commission since 2013. A practicing attorney for over 40 years, Traci spent 35 of those years focused on employment and labor law and led human resources at News-Gazette Media for more than 15 years. Traci is seeking to continue serving on the commission, believing that this professional background and commission experience provide valuable insight into the issues presented by Urbana’s HR staff. Traci supports the City’s civil service system and its role in ensuring that merit remains central to hiring, promotion, and disciplinary processes.

**Plan Commission**

**Will Andresen – term ending June 30, 2028** (*original appointment April 25, 2022*)

The past three years on the plan commission have been very rewarding and insightful. It has been incredibly rewarding to serve my community and be a part of drafting the new comprehensive plan, as well as working with citizens and community members to continue developing our wonderful community. It would be my honor to continue serving on the Urbana Plan Commission for another three years.

**Relationship to City Services and Priorities**

*Impact on Core Services*

City of Urbana Board and Commission members play a crucial role in helping City leaders address specific issues, offering professional expertise, involving the community in decision-making, and connecting residents, City staff, and Council.

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

## **Discussion**

### *Recommendation*

City Council is asked to approve the reappointments of all current board and commission members listed in this memo.

### *Next Steps*

If approved, the Office of the Mayor will notify all members of their reappointments and thank them for their continuing service.

Originated by: Kate Levy, Executive Coordinator

Reviewed: Elizabeth Hannan, Interim City Administrator

Approved: DeShawn Williams, Mayor