



# CITY OF URBANA CITY COUNCIL REGULAR MEETING

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

## AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meetings
  - 1. 06-10-2024 City Council Minutes
  - 2. 06-17-2024 City Council Special Meeting Minutes
  - 3. 06-17-2024 Public Hearing Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Grace Wilken, Ward 6*)
  - 1. Consent Agenda
    - a. **Resolution No. 2024-07-048R:** Resolution of Support for a State of Illinois Community Development Block – Coronavirus Grant (CDBG-CV) – CD
    - b. **Resolution No. 2024-07-049R:** A Resolution Approving a Professional Energy Consulting Services Agreement (Good Energy, L.P.) – PW
    - c. **Resolution No. 2024-07-050R:** A Resolution Authorizing the Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Residential and Small Commercial Retail Customers – PW
    - d. **Resolution No. 2024-07-051R:** A Resolution Approving a Right-of-way License Agreement with Experience Champaign-Urbana (an Interpretive Sign adjacent to 120 West Main Street) – PW
    - e. **Ordinance No. 2024-07-025:** An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Melissa Lane at Marc Trail) – PW

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

- f. **Ordinance No. 2024-07-026:** An Ordinance Amending Schedule M of Section 23-190 of the Urbana Local Traffic Code Tow Away Zones (Gregory Street north of Fairview Avenue) – PW
- g. **Resolution No. 2024-07-052R:** A Resolution Authorizing Execution of an Intergovernmental Cost Sharing Agreement for an Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection Event – PW

## **2. Regular Agenda**

### **H. Reports of Special Committees**

### **I. Reports of Officers**

### **J. New Business**

- 1. **Resolution No. 2024-07-053R:** A Resolution Authorizing an Intergovernmental Agreement with the Village of Savoy for the Temporary Usage of an Aerial Platform Ladder Truck - FD
- 2. **Mayoral Appointments to Boards and Commissions**
  - a. Human Relations Commission
    - Gerald (Jerry) D. Frye (term ending June 30, 2027)

### **K. Discussion**

- 1. **Alternative Response Task Force**

### **L. Closed Session per ILCS 120/2(c)(21) - To Review Closed Session Minutes**

### **M. Adjournment**

## PUBLIC INPUT

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

### Email Input

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

### Written Input

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

### Verbal Input

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

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

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

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

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

### **Accommodation**

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

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





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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** Resolution of Support for a State of Illinois Community Development Block – Coronavirus Grant (CDBG-CV)

### Summary

#### *Action Requested*

Staff request that Council approve the attached Resolution of Support for a State of Illinois Community Development Block – Coronavirus Grant (CDBG-CV).

#### *Brief Background*

The Illinois Department of Commerce and Economic Opportunity (DCEO) has made a total of \$15 million in Community Development Block – Coronavirus Grant (CDBG-CV) funds available for construction, reconstruction, rehabilitation, or acquisition of properties for Homeless (as defined by the U.S. Department of Housing and Urban Development (HUD) Shelters dedicated to the provision of stable, safe, and adequate housing. The goal is to increase capacity to pre-COVID levels.

If the Council approves the attached Resolution, on July 31, 2024, the City of Urbana, in partnership with Hope Village Inc., an Illinois not-for-profit organization, will submit an application to DCEO for \$1.2 million in CDBG-CV funding to aid in the construction of Hope Village.

### Relationship to City Services and Priorities

#### *Strategic Goals & Plans*

The completion of Hope Village will further Mayor/Council Strategic Goal 2.1 *A Coordinate with housing and social service providers to reduce homelessness* as well as the goals and strategies outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020 – 2024, and Annual Action Plan for FY 2024 – 2025.

#### *Previous Council Actions*

On April 24, 2023, City Council passed Resolution [2023-04-023R](#) approving and authorizing the execution of a subrecipient agreement with Carle Foundation hospital to provide \$850,000 in funding for the construction of Hope Village. On January 2, 2024, City Council passed Ordinance [2023-12-051](#) approving a preliminary/final subdivision plat for Hope Village (Plan Case 2479-S-23).

**Discussion***Additional Background Information*

Activities that will be undertaken with CDBG-CV grant funding will include construction of tiny homes for medically fragile individuals who have experienced homelessness. One hundred percent of the grant funds proposed in this application will benefit very low-income individuals. There will be no displacement as a result of the Hope Village project.

Hope Village, Inc. has secured several letters of support for this grant application, including CU @ Home, Strides Shelter, and the Cunningham Township Supervisor's Office.

*Fiscal and Budget Impact*

Any funds awarded through this grant opportunity will be managed by the Grants Division. There will be no further fiscal or budgetary impact on the City.

*Recommendation*

Staff recommend that Council approve the attached Resolution of Support for a State of Illinois Community Development Block – Coronavirus Grant (CDBG-CV).

*Next Steps*

If Council approves the Resolution of Support, staff will submit the grant application to DCEO by July 31, 2024. If the grant application is approved by DCEO, a grant agreement will be executed in November, 2024.

**Attachments**

1. Resolution of Support for a State of Illinois Community Development Block – Coronavirus Grant (CDBG-CV)

Originated by: Breaden Belcher, Grants Division Manager

Approved: Carol Mitten, City Administrator

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

**RESOLUTION OF SUPPORT FOR A STATE OF ILLINOIS COMMUNITY  
DEVELOPMENT BLOCK – CORONAVIRUS GRANT (CDBG-CV)**

**WHEREAS**, the City of Urbana is applying to the State of Illinois for a Community Development Block – Coronavirus Grant; and

**WHEREAS**, it is necessary that an application be made and agreements entered into with the State of Illinois.

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

**Section 1.**

That the City of Urbana apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

**Section 2.**

That the Mayor and Finance Director/CFO on behalf of the City of Urbana execute such documents and all other documents necessary for the carrying out of said application.

**Section 3.**

That the Mayor and Finance Director/CFO are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

ATTEST:

\_\_\_\_\_  
Elizabeth Hannan, Finance Director/CFO

## SERVICES AGREEMENT

### Professional Energy Consulting

#### Services

This Services Agreement ("Agreement") is made and entered into and effective on this \_\_ day of \_\_\_\_\_ 2024 ("Effective Date") by and between the City of Urbana, Illinois ("City"), an Illinois Municipal Corporation, with offices located at 400 South Vine Street Urbana, Illinois 61801 and Good Energy, L.P ("Service Provider"), with an office and principal place of business located at 232 Madison Avenue, Third Floor, New York, NY 10016.

#### Recitals

WHEREAS, the City desires to engage Service Provider to perform electricity consultancy services and procurement for City in relation to a program for the aggregation of residential and small commercial electric accounts on an opt-out basis (the "Program") in accordance and compliance with Section 92 of the Illinois Power Agency Act, 20 ILCS 385511-92 (the "Act"), and to provide consulting and brokerages services for non-residential electric and natural gas accounts that the City owns or controls, and demand response and community solar consultancy services;

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

## Provisions

I. **Performance of the Services.** Provider shall perform each of the following activities (collectively, the "Services") in a manner consistent with the best practices established for electrical aggregation program consulting services.

A. Provide the following services:

1. City Facilities electricity, natural gas, demand response, and community solar consulting services including but not limited to analysis of electric and gas demand, analysis of market conditions, and solicitation of competitive pricing.
2. Residential and Small Commercial municipal electric aggregation opt-out consulting services, including but not limited to preparation and management of opt-out notices, scrubbing of eligibility customer lists, and supervision of all other notices and publications required under the Act to facilitate the adoption and operation of the Program,
3. Implement comprehensive marketing services for an opt-out electricity aggregation program, all at Service Provider's sole expense, per the requirements of subject regulation
4. Coordinating efforts with the Illinois Commerce Commission
5. Supporting City and/or attending council meetings and public hearings
6. Preparation and/or update of a Plan of Operation and Governance for the Program, in consultation with the City, addressing, inter alia, each of the following issues:
  - a) *Purpose of Municipal Electricity Aggregation*
  - b) *Background- Illinois Power Agency Act*
  - c) *Opt-Out Process*
  - d) *Request for Proposal - Summary*
  - e) *Consolidated Billing Procedures*
  - f) *Credit Requirement and Default Procedures*

- g) *Program Move-In and Move Outs*
- h) *Opt-In Program*
- i) *Green Power - Renewable Energy*
- j) *Program Education Initiative*
- k) *Demand Management and Energy Efficiency Program*
- l) *Power Supply Agreement*
- m) *Pricing Methodology*
- n) *Eligible Customer Service Classes*
- o) *Supplier Selection Criteria*
- p) *Selected Supplier Responsibilities*
- q) *Liability*

7. Preparation of bid specifications and procurement of competitive, fixed-price bids, with final selection of an electric supplier being decided by City.

8. Assist with contract negotiations with the selected electricity supplier

9. After-purchase program delivery and on-going daily monitoring.

B. Give prompt notice to City should the Service Provider observe or otherwise become aware of any fault or deficit in the Program or any nonconformance with the electricity sale & purchase agreement.

C. Remit to City after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

D. Comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

II. Obligations of City. City shall:

- A. Assist the Service Provider by placing at its disposal all public information pertinent to the services for the project, upon reasonable request.
- B. Use reasonable efforts to secure release of other data applicable to the Program held by others, including but not limited to residential and small commercial customer account and load information under the authority granted in the Act.
- C. Give prompt notice to the Service Provider should City observe or otherwise become aware of any fault or deficit in the Program or any nonconformance with the electricity sale and purchase agreement.
- D. Nothing herein shall be construed to require the City to approve an electricity purchase and sale agreement with an alternative retail electric supplier.

III. Term and Termination. The Agreement shall commence on upon execution by the Service Provider and the City and shall terminate on the date on which a municipal electric aggregation supply agreement with an alternative retail electric supplier expires or earlier terminates, or as otherwise mutually agreed to by City and the Service Provider. City may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by City prior to its termination due to the expiration of an alternative retail electric supply contract, Service Provider shall be paid for the volume of electricity purchased through the residential and small commercial opt-out contract by the current alternative retail electric supplier through the next meter read date following the date of expiration of any executed (if any) electricity contract with a current alternative retail electric supplier.

IV. Payment. Subject to the City's termination rights described in Section III, the City agrees that Good Energy fees will be paid by the selected electricity supplier per kilowatt-hour (kWh) volumetrically for electricity purchased for the duration of the City contract. Such fees shall be \$0.00125 per kWh.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of the City. Nothing in this Agreement shall be construed to create a relationship between Service Provider and City of a partnership, association, or joint venture.

VI. Indemnification.



A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save City, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error, or omission by the Service Provider or its employees.

B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless City, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. City shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.

## VII. Insurance.

A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance which complies with the requirements set forth in Exhibit A to this contract, attached hereto and incorporated as though fully set forth herein.

C. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified.

#### VIII. Right to Audit

A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the 1-9 verification process for all individuals the Service Provider has performing services for City. City maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for City every six (6) months. City will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form 1-9 audit. In response to City's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for City at any time subsequent to the date upon which City gave notice of the preceding Form I-9 audit.

B. The Service Provider agrees to indemnify City in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

#### IX. Taxes

A. Service Provider has the following identification number for income tax purposes: 43-2003973.

B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

C. City represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

XII. Discrimination.

A. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety. Service Provider's signature on this document herein certifies that it had a sexual harassment policy in effect that complies with 775 ILCS 5/2-1 OS.

B. In the event of Service Provider's non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, Service Provider may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the City in canceling this contract shall not be construed as and does not constitute the City's consent to such a violation or the City's waiver of any rights it may have.

C. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Confidential and Proprietary Information.

Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the City with the Illinois Freedom of Information Act, 5 n.cs 14011 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section and City shall have no duty to litigate or defend any action against it under the Illinois FOIA.

A. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential information, will be and remain the sole property of the City. The Service Provider must promptly deliver all Data to the City at the City's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records subject to the Service Provider's continued compliance with the provisions of this Contract.

B. Limitations on customer information. Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information established by the Act, including without limitation Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, and the provisions of the applicable utility tariff. City agrees that customer-specific information provided to the City in accordance with the provisions of the applicable tariff shall be treated as confidential, subject to the Illinois FOIA. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited those authorized representatives of Service Provider, or any third party, who have a need to know the information for purposes of this Contract.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and City acknowledge that customer information remains the property of the City and that material breaches of confidentiality will prohibit Service Provider from placing any new bids to the City's subsequent Request(s) for qualifications for a period of one year after termination of this Agreement.
4. Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in county in which the City is principally located.

XV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement

(signatures follow)

GOOD ENERGY, L.P.  
By: Good Office Technology Partners,  
LLC. General Partner

City of Urbana, IL  
By: Mayor Diane Wolfe Marlin

Sign:\_\_\_\_\_

Sign:\_\_\_\_\_

Print:\_\_\_\_\_

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

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

Print: \_\_Diane Wolfe Marlin\_\_\_\_\_

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

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

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

**A RESOLUTION APPROVING A PROFESSIONAL ENERGY CONSULTING SERVICES AGREEMENT WITH GOOD ENERGY, L.P.**

**WHEREAS**, the City is a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

**WHEREAS**, the City Council finds that the City may be well served by purchasing natural gas and electricity supply for City-owned facilities on the retail market; and

**WHEREAS**, the City Council finds that the City may be well served by entering into an agreement with the lowest responsible bidder, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City and to arrange for competitive electric supply to these retail electrical accounts; and

**WHEREAS**, Good Energy, L.P. has provided energy consulting services for the City since September 3, 2012; and

**WHEREAS**, Good Energy, L.P. can place the City into a bulk purchasing group of Illinois cities for the purposes of gaining lower electricity prices with a larger volume of sales;

**WHEREAS**, the Parties desire to enter into an Agreement for energy consulting services.

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

The Agreement (a copy of which is attached hereto and made a part hereof), shall be and hereby will be and is executed for a term equal to that of the term of an municipal electric aggregation supply contract entered into or renewed by the City and Good Energy, L.P.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor





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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** Resolutions related to Municipal Electric Aggregation

### Summary

State law allows municipalities to secure an electricity price for residents and small businesses as a single or aggregated purchasing pool from retail electric suppliers on the open market, a process called Municipal Electric Aggregation (MEA). Residents and small businesses may opt out of aggregation, should they wish to remain on the Ameren Illinois default supply service or choose their own retail electric supplier.

The City executed a 22-month contract on October 4, 2022 with Energy Harbor to supply electricity to homes and small businesses through the City's Municipal Electric Aggregation program. This contract runs from the February 2023 meter read through the December 2024 meter read.

In order participate in a bid for electric supply for another term of municipal electric aggregation when the current agreement expires at the end of December 2024, the City Council needs to authorize execution of a new agreement with our energy consultant and an electricity supply agreement for the municipal electric aggregation program.

Staff recently discussed this program at City Council looking for Council direction for if/when the City should enter into an MEA agreement based on bid results from energy suppliers, as the market has grown more unpredictable in recent years. This is time-sensitive, because our consultant anticipates soliciting bids in July, and there are limited opportunities for obtaining Council authorization in July. Staff is still looking for clear direction from Council, but need to at least bring forward a resolution providing general authorization (similar to how it has been done for the past 12 years) in the event that Council wants to take advantage of bids solicited in July.

### Benefits From Aggregation

- a. **Lower prices.** By competitively bidding the purchase of electricity as a large group, a lower per kilowatt hour (kWh) price of electricity may be achieved. Lower cost is always the goal, but the default electricity price we compare against changes from time to time.
- b. **Price stability.** All or a significant portion of the price of electricity is fixed throughout the term of the aggregation agreement and will not fluctuate due to regulatory or market

activities. In the most recent term, we took the capacity charge as it fluctuated and benefitted from doing so.

- c. **Green power.** A municipally led aggregation can incorporate the purchase of renewable energy credits (RECs). With aggregation, the cost to purchase REC's is incorporated into the per kWh price that accounts within the aggregation group pay. This has been the most significant single action lowering our community greenhouse emissions.

### **Consultant**

Our current consultant, Good Energy, provides bid specifications and procurement services, opt-out services, renewable energy credit procurement services, document preparation, monthly opt-out letters to offer aggregation prices to households that change addresses, and experience and contacts with the Illinois Commerce Commission and retail electric suppliers. By agreement, Good Energy charges a consulting fee of \$0.00125 / kWh that is to be paid by the supplier as part of our contract with a supplier, if one is selected. Good Energy also provides bidding services for City facilities gas and electric supply.

### **Participation**

Residents and small businesses are mailed an opt-out letter at the beginning of each aggregation agreement allowing them to remove themselves from the aggregation group and use the Ameren Illinois utility electric service or a retail electric supplier. Residents and small businesses need not take any action in order to be included in the aggregation group.

### **Forthcoming Aggregation Bid Solicitation**

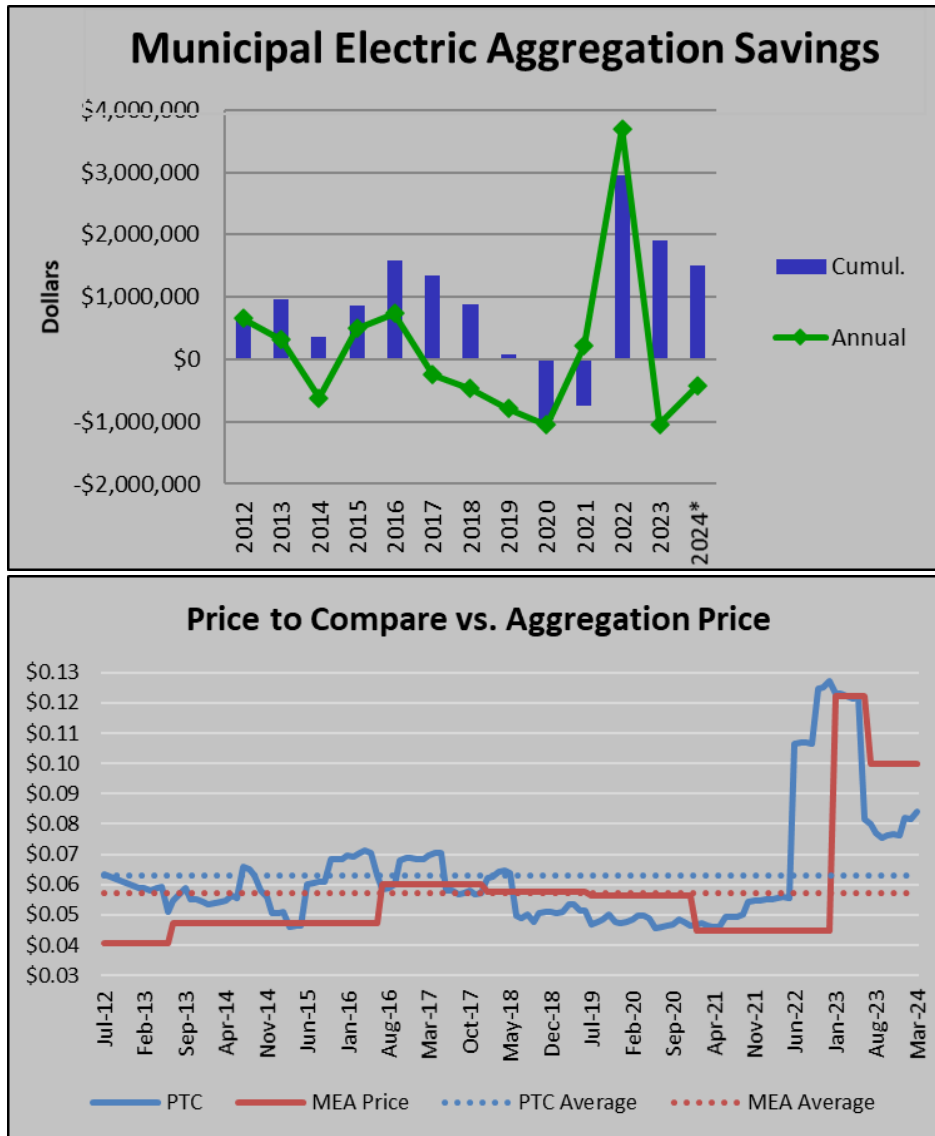
The next aggregation request for bids is expected to occur in the third quarter of the year. The second aggregation bid group will be approximately 35,000 homes and small businesses representing more than 15 cities and counties. By joining a larger group, we should avoid any market penalty for our high rate of customer churn in a university town and the fact that our households use relatively less power than many cities, because we have so many apartment dwellers. The prices offered by suppliers are typically good until the end of the day. Hence, the Mayor and City Administrator would need to be authorized by City Council to execute an agreement ahead of time.

### **Renewable Energy Credits (RECs)**

As part of the first aggregation bid price, many cities, including Urbana, opted to procure Renewable Energy Credits (RECs) to offset the greenhouse gas pollution generated from the production of electricity the aggregation group uses. No other funding source for purchase of RECs has been identified, if the City chooses not to participate in aggregation. The annual purchase of RECs contributes significantly to the City's greenhouse gas reduction goals.

## City Fee

In addition to the MEA supply price, the City may elect to have the electricity supplier collect and remit a fee to the city. The amount of the fee is set by the City upon acceptance of an electric supply bid on the basis of savings provided by that price. The City has used a \$0.0010 fee in the past, generating approximately \$80,000 per year in revenue. In the current contract, the fee is set to zero in an effort to maintain a savings as compared to the Ameren Price to Compare.



## Recommendation

Staff recommends that the City undertake the following actions:

- a. **Consultant services.** In order to be included in a large multi-city aggregation pool, the City Council must pass the resolution titled "A RESOLUTION APPROVING A

PROFESSIONAL ENERGY CONSULTING SERVICES AGREEMENT WITH GOOD ENERGY, L.P.”

- b. **Retail electric supplier agreement.** In order to expeditiously accept a bid for municipal electric aggregation, the City Council must pass the resolution titled “A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS”

**Attachments**

1. A Resolution Authorizing the Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Residential and Small Commercial Retail Customers
2. A Resolution Approving a Proposed Energy Consulting Services Agreement (Good Energy, L.P.)
3. Draft Services Agreement, Professional Energy Consulting Services

Originated by: Scott Tess, Sustainability & Resilience Officer

Reviewed by: Tim Cowan, Public Works Director

Approved by: Carol Mitten, City Administrator

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT  
WITH THE RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR  
RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS**

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

**WHEREAS**, the City of Urbana ("City"), in a referendum held on March 20, 2012, submitted the public question of whether it should operate the program as an opt-out program; and

**WHEREAS**, the referendum passed by a majority vote of the qualified electors voting on the question; and

**WHEREAS**, the City Council finds that the City may be well served by entering into an agreement with the lowest responsible bidder, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City and to arrange for competitive electric supply to these retail electrical accounts; and

**WHEREAS**, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the City must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers.

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

**Section 1.**

The Mayor and the City Administrator of the City of Urbana, Illinois, be and the same are hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the agreement is predicted to result in savings for the City's residential and small commercial retail customers over the term of the agreement.

**Section 2.**

The Mayor and the City Administrator of the City of Urbana, Illinois, be and the same are hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of an agreement for purchase of Renewable Energy Credits.

**Section 3.**

This Resolution shall be effective immediately and shall terminate June 30 2025.

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

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

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

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

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



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** A Resolution Approving a Right-of-Way License Agreement with **Experience Champaign - Urbana** (an Interpretive Sign adjacent to 120 W. Main Street)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached resolution that would authorize the Mayor to execute a license agreement, allowing **Experience Champaign - Urbana** to construct, maintain, operate, and repair an above-ground interpretive sign within the public right-of-way (W. Main Street) adjacent to 120 W. Main Street (Cinema Gallery).

#### *Brief Background*

**Experience Champaign - Urbana** proposes to add an above-ground interpretive sign between the public sidewalk and the street near the northwest corner of W. Main Street and Crane Alley (north side of W. Main Street halfway between N. Broadway Avenue and N. Race Street). This area is within the public right-of-way known as W. Main Street. This proposed interpretive sign would commemorate the history of African Americans in this area as part of the Champaign County African American Heritage Trail (<https://ccafricanamericanheritage.org/>).

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

### Discussion

#### *Fiscal and Budget Impact*

The annual license fee would normally cost \$64.40 per year (70 square feet of right-of-way at the current rate of \$0.92 per square foot). However, since the African American Heritage Trail is expected to provide a benefit to the community, staff recommends waiving any right-of-way license or permit fees as part of this agreement.

*Recommendation*

City Council is asked to pass the attached resolution that would authorize the Mayor to execute a license agreement, allowing **Experience Champaign - Urbana** to construct, maintain, operate, and repair an above-ground interpretive sign within the public right-of-way (W. Main Street) adjacent to 120 W. Main Street.

*Next Steps*

If the attached resolution is passed, the Mayor will execute the license agreement, City staff will record the agreement with the Champaign County Recorder, and **Experience Champaign - Urbana** will proceed with construction of the interpretive sign.

**Attachments**

1. Resolution No. 2024-07-\_\_\_\_R: A Resolution Approving a Right-of-Way License Agreement with **Experience Champaign - Urbana** (an Interpretive Sign adjacent to 120 W. Main Street)
2. Right-of-Way License Agreement (interpretive sign) with **Experience Champaign - Urbana** (adjacent to 120 W. Main Street)
3. Draft of African American Heritage Trail interpretive sign for 120 W. Main Street

Originated by: Daniel A. Rothermel, Land Surveyor

John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator



**RESOLUTION NO. 2024-07- R****A RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT  
WITH EXPERIENCE CHAMPAIGN - URBANA** (an Interpretive Sign adjacent to  
120 W. Main Street)

**WHEREAS,** the City Council, in its discretion and consistent with applicable law, may authorize, by ordinance, the Mayor to execute license agreements on behalf of the City for use of public rights-of-way where such use will involve the placement or installation of any facility on the surface of or above the ground in a public right-of-way; and

**WHEREAS,** the City Council, after due consideration, finds that approving the agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

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

A right-of-way license agreement between **Experience Champaign - Urbana** and the City of Urbana for an Interpretive Sign adjacent to 120 W. Main Street, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**This instrument was prepared by:**

Public Works Director  
City of Urbana  
706 Glover Avenue  
Urbana, Illinois 61802

**Mail recorded document to:**

Public Works Director  
City of Urbana  
706 Glover Avenue  
Urbana, Illinois 61802

City of Urbana – Champaign County

**RIGHT-OF-WAY LICENSE AGREEMENT**

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Experience Champaign - Urbana  
17 E. Taylor Street  
Champaign, IL 61820

## RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between **Experience Champaign - Urbana**, an Illinois non-profit organization, ("Licensee") and the **City of Urbana**, an Illinois municipal corporation ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The Licensee and the City agree as follows:

1. **Grant of license.** The City hereby grants and the Licensee hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, and repair an **African American Heritage Trail** interpretive sign, ("Facility") within the public right-of-way ("Licensed Property"). For purposes of this Agreement, the Licensed Property shall be the property described in Exhibit A.

- A. The license granted herein gives the Licensee permission to use the Licensed Property for the limited purposes and pursuant to the terms and conditions stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
- B. The license granted herein is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
- C. The Licensee shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the Licensee fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the Licensee a period in which to cure such failure as set forth in this agreement.
- D. The Licensee shall not transfer or assign the license granted herein.
- E. The license granted herein is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the Licensee shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director ("Director") directs such relocation or removal in writing.
- F. The Licensee shall use its best efforts to maintain contractors on any work project involving the Right-of-way and to work toward its timely completion, barring inclement weather or other situations determined to be beyond the Licensee's control.

2. **Term; termination.** The initial term of this agreement is 20 years from the effective date. Upon expiration of this initial term or any renewal term, this agreement automatically

renews for a subsequent term of five years, unless, no fewer than 90 days before the scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days before the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.

3. **Fee.** The Licensee is not subject to payment of any license or right-of-way permit fees under this agreement in lieu of the financial and community benefits to the city as a result of the addition of the proposed Facility.

4. **Installation.** The Licensee warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City. Special provisions regarding the Facility's design and construction are included in Exhibit B.

5. **Plan submission.** The Licensee shall provide design plans to the City for review prior to construction.

6. **Maintenance.** The Licensee shall maintain the Facility in good and safe condition and in a manner that complies with all applicable laws.

7. **Repair.** After doing any work within the Licensed Property, the Licensee at its sole cost and expense shall promptly repair and restore to the extent practicable any portion of the right-of-way disturbed by the Licensee, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.

- A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Licensee, the Licensee, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Licensee shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the Licensee fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the Licensee shall pay any costs and expenses the City incurs upon written demand by the City.
- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Licensee shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor selected by the City.

- C. The Licensee shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- D. The provisions in this section 7 will survive the termination of this agreement.

## 8. **Removal.**

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
  - (1) an emergency that presents imminent peril to person or property;
  - (2) the Licensee's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the Licensee;
  - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
  - (4) termination of this agreement for any reason;
  - (5) the Licensee's abandonment of the Facility in accordance with the provisions in section 9 of this agreement; or
  - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The Licensee shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.
- C. If the Licensee fails in any way to make timely payment to the City for such costs and expenses, the Licensee shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount. This provision will survive the termination of this agreement.

9. **Lapse and termination.** The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use other than that specifically named in this agreement, without the further express written consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Licensee is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Licensee in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Licensee has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the Facility and thereby the license granted by this agreement. If the

Licensee demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Licensee does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

10. **Indemnification.** To the extent permitted by law, the Licensee shall protect, indemnify, and defend the City against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any suit or any other claim or demand for injury or damages in connection with this agreement, including the construction and maintenance of the Facility and Licensed Property, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. This section will survive the termination of this agreement.

11. **Insurance.** The Licensee represents that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in this agreement without such obligations being subject to the availability of funds, which may be lawfully applied thereto. Such insurance will be kept in force at all times while the Facility continues to exist at the location described. The Licensee accordingly agrees to provide to the City, upon execution of this agreement, a certificate of insurance evidencing the commercial general liability policy of the Licensee insuring the City as an additional insured for purposes of this agreement with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

12. **Entire agreement; amendment.** This agreement, together with its attachment, 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 and recorded in the Office of the Champaign County Recorder of Deeds.

13. **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.

Experience Champaign - Urbana

President and CEO  
Experience Champaign - Urbana  
17 E. Taylor Street  
Champaign, IL 61820

City of Urbana

Public Works Director  
City of Urbana  
706 Glover Avenue  
Urbana, Illinois 61802

14. **Non-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.

15. **Severability.** The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

16. **Compliance with governmental requirements.**

A. **Right-of-way permit.**

- (1) Except in an emergency as provided in this agreement, the Licensee shall obtain a right-of-way permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be performed. The Licensee shall comply with all conditions of any permits issued to it.
- (2) Along with each application for a permit, the Licensee shall provide the following: prints, plans and maps showing the proposed location and design of the Facility to be constructed; and
- (3) In an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Licensee's facilities, the Licensee may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the Licensee shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a reasonable period of time thereafter and in the manner as stated in this agreement.

- B. **Applicable law.** The Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.

17. **No presumption.** Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.

18. **Recording.** The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the Licensee's expense.



19. **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) will be deemed original signatures for all purposes.

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

Experience Champaign - Urbana

City of Urbana, Illinois

By: \_\_\_\_\_  
Jayne Deluce  
President and CEO

By: \_\_\_\_\_  
Diane Wolfe Marlin  
Mayor

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

Attest:

\_\_\_\_\_  
Darcy Sandefur, City Clerk

Attachment:     Exhibit A   Map and photos showing location and extent of licensed area.  
                     Exhibit B   Plans and Specifications for Sign.

# African American Heritage Trail Sign - Cinema Theater Location

Item d.

Date created: 4/24/2024

Created by: Urbana Public Works, (217) 384-2342

Data source: CCGIS Consortium, Urbana Public Works



Scale: 1" = 50'



## Exhibit "A"

(Page 1 of 2)



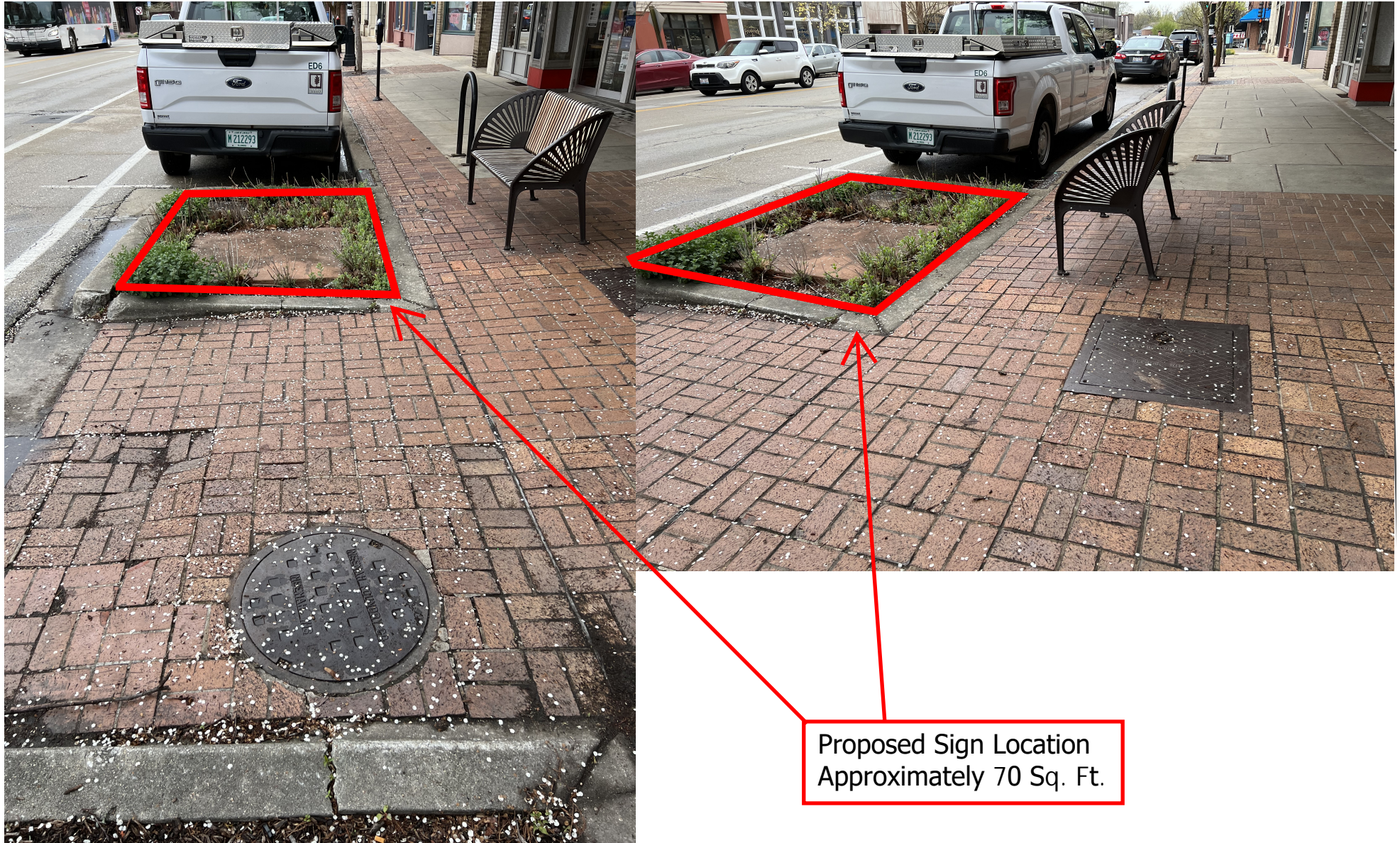
# African American Heritage Trail Sign - Cinema Theater Location

Item d.

Date created: 4/24/2024

Created by: Urbana Public Works, (217) 384-2342

Data source: CCGIS Consortium, Urbana Public Works



Scale: 1" = 50'



## Exhibit "A"

(Page 2 of 2)



## Sign Inventory :: Type 2 Wayfinding - Pole Mounted (Double-Sided)

## EXHIBIT "B"



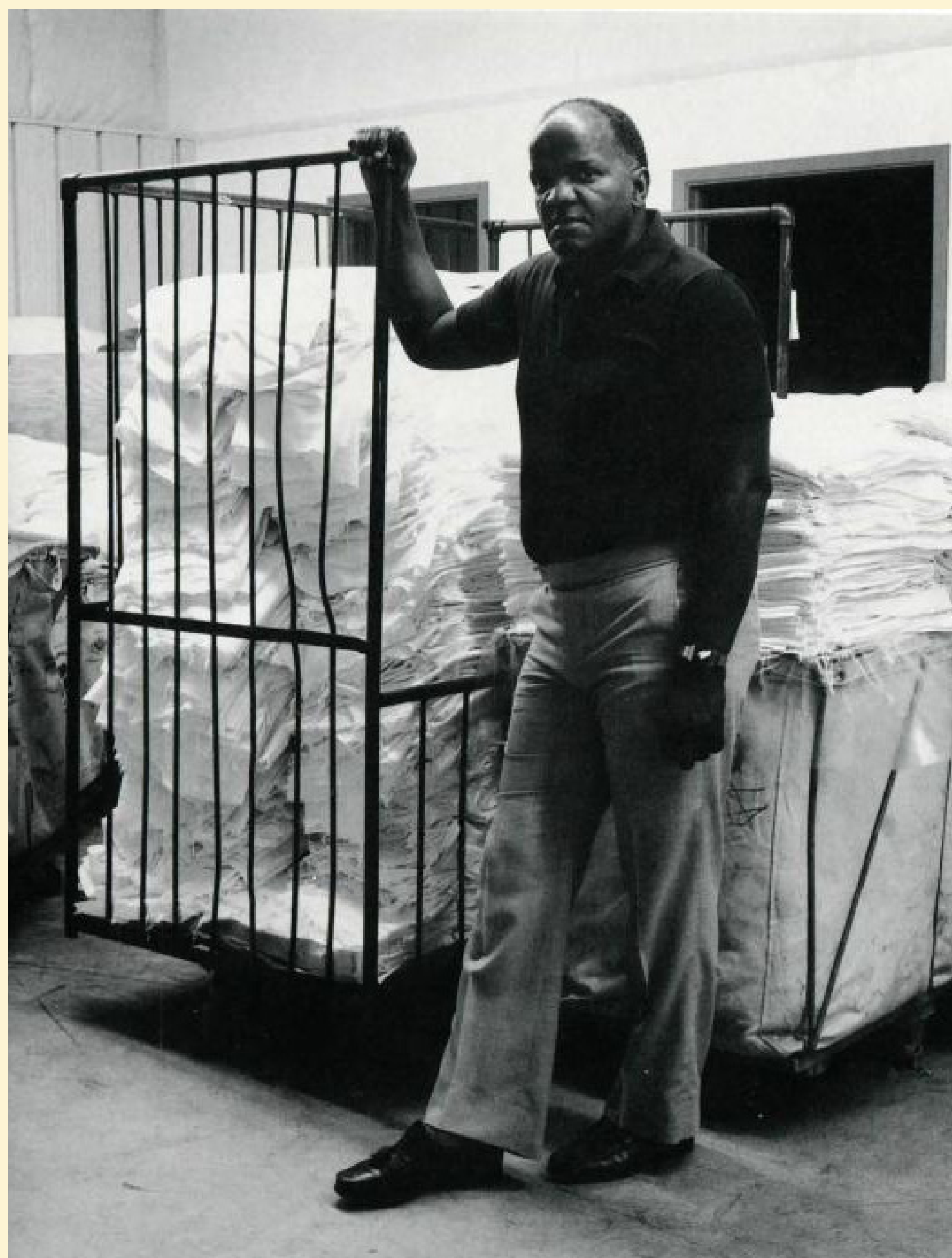


**CHAMPAIGN COUNTY**  
**African American Heritage Trail**  
[ccafricanamericanheritage.org](http://ccafricanamericanheritage.org)

# BLACK BUSINESSES IN URBANA



**Image Credit:** Shelton Laundry. Retrieved from *Through the Years: African-American History in Champaign County*, Spring/Summer 2000.



**Image Credit:** Albert Shelton at Shelton Laundry. Retrieved from *In All My Years: Portraits of Older Blacks in Champaign-Urbana* by Raymond Bial (Champaign County Historical Museum)

**Generations of Black entrepreneurs** ran successful businesses in the Champaign-Urbana area. One of the earliest examples is General Cass Lee, who in 1885 owned a six-chair barbershop at 127 Main Street where he served judges, lawyers, and others who frequented the county courthouse. Over the following decades, and up to today, many other Black business owners would find success in this community. One of the most notable success stories is that of Shelton Laundry.

During the Great Depression, many residents, including the family of Merritt and Arah Mae Shelton in Urbana, relied on government rations to survive. Searching for a better way to support her family, Arah Mae began taking in laundry from neighborhood families in 1934. The children picked up and delivered the laundry, and Arah Mae washed it on the family's back porch with a scrub board and water heated over fire in a black kettle. Over time, this humble family operation became a multi-million dollar enterprise.

As business grew, it changed locations before finally settling at 1104 N. Goodwin in Urbana with 75 employees of many races, ethnicities, and backgrounds. The Shelton Laundry's customers included University of Illinois fraternities and sororities, the Illini Union, McKinley Hospital, Chanute Air Force Base, the U.S. Army's Fort Benjamin Harrison near Indianapolis, and many others. The Sheltons' son, Albert, purchased the business from his parents in 1972 and oversaw many business enhancements, such as computerized equipment and a fleet of trucks to deliver laundry. Shelton Laundry eventually closed in 1986, but not before Albert was named the Illinois Small Business Person of the Year. Despite his family's enormous success, Albert kept a scrub board and black kettle in his office as a reminder of how it all began.



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Melissa Lane at Marc Trail)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached ordinance that would require northbound traffic on Melissa Lane to stop before entering the intersection at Melissa Lane and Marc Trail.

#### *Commission Recommendation*

During its May 7, 2024 meeting, the Traffic Commission unanimously voted to recommend the stop sign on Melissa Lane as proposed in the attached ordinance. The unapproved minutes from this meeting are attached, along with a location map for illustration. Following Traffic Commission approval, the stop sign on Melissa Lane was installed on May 15, 2024, as a temporary regulation allowed by Section 23-22 of City Code.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

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

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

### Discussion

#### *Additional Background Information*

The intersection at Melissa Lane and Marc Trail is currently uncontrolled, with no stop signs on any leg. A stop sign was added to the south end of Melissa Lane in October 2023 in response to the road being fully built out. The addition of a stop sign at the north end of Melissa Lane would indicate right-of-way at this intersection and be consistent with the signage pattern throughout this subdivision.

*Recommendation*

City Council is asked to pass the attached ordinance that would require northbound traffic on Melissa Lane to stop before entering the intersection at Melissa Lane and Marc Trail.

*Next Steps*

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

**Attachments**

1. Ordinance No. 2024-07-\_\_\_\_: An Ordinance Amending Schedule H of Section 23-93 of the Urbana Local Traffic Code Requiring Stop Signs at a Certain Intersection (Melissa Lane at Marc Trail).
2. Unapproved Minutes of the May 7, 2024 Meeting of the Traffic Commission.
3. Location Map for Intersection of Melissa Lane and Marc Trail.

Originated by: Riley Jones, Civil Engineer I

John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

**ORDINANCE NO. 2024-07-**

**AN ORDINANCE AMENDING SCHEDULE H OF SECTION 23-93  
OF THE URBANA LOCAL TRAFFIC CODE  
REQUIRING STOP SIGNS AT A CERTAIN INTERSECTION  
(MELISSA LANE AT MARC TRAIL)**

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

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

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

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

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

<u>Name of Street</u>	<u>Direction</u>	<u>Intersecting Street</u>
Melissa Lane	Northbound	Marc Trail

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

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

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

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



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

AYES:

NAYS:

ABSTENTIONS:

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

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

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



## CITY OF URBANA TRAFFIC COMMISSION

**DATE:** May 7, 2024  
**TIME:** 12:30 PM  
**PLACE:** 706 South Glover Avenue, Urbana, IL 61802

### UNAPPROVED MINUTES

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

**Members Absent:** none

**Others Present:** Riley Jones

#### A. Call to Order and Roll Call

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

#### B. Approval of Minutes of Previous Meeting

##### 1. May 2024 Meeting Minutes

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

#### C. Public Input

None

#### D. Unfinished Business

None

#### E. New Business

##### 1. Amendment to Bylaws and Rules of Procedure

John Zeman suggested to move the traffic commission meetings to quarterly instead of monthly and change the meeting time. He proposed to have them on the first Tuesday of the last month of the quarter (i.e. March, June, September, December). John Zeman motioned to approve the amendment to the bylaws and rules of procedure, Richard Surles seconded. Motion approved with unanimous vote.

##### 2. New Stop sign for Melissa lane at Marc Trail

Melissa Lane was a dead end until the construction for a subdivision began last year. Current construction has caused more traffic on Melissa Lane at Marc Trail. Riley Jones prepared an exhibit to visually show how this sign would be consistent with the rest of the stop sign placement in this subdivision. After a brief discussion, it was determined that the request is warranted for a stop sign. Richard Surles motioned to approve the request for a stop sign, Chaundra seconded. Motion approved with unanimous vote.

#### F. Adjournment

The meeting adjourned at 12:36 p.m.



Location Map for Intersection of Melissa Lane and Marc Trail



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

## MEMORANDUM OR REPORT FOR THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** An Ordinance Amending Schedule M of Section 23-190 of the Urbana Local Traffic Code - Tow Away Zones (Gregory Street north of Fairview Avenue)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached ordinance that would prohibit parking and allow for towing vehicles within the cul-de-sac on Gregory Street, located between 475 feet and 500 feet north of the centerline of Fairview Avenue.

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

North of Fairview Avenue, Gregory Street terminates at the south boundary of King Park. Currently, there are no parking restrictions in place on Gregory Street. This northern end of Gregory Street is a Y-shaped cul-de-sac, which allows vehicles to turn around with a three-point turn. If a vehicle parks within the cul-de-sac, then other vehicles cannot use the cul-de-sac as intended. Following concurrence between the City Engineer and Deputy Chief of Police Rich Surles, three “No Parking – Tow Away Zone” signs were installed on June 3, 2024, as a temporary regulation allowed by Section 23-22 of City Code.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

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

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

### Discussion

#### *Additional Background Information*

Harvey Street, which is located immediately west of Gregory Street, also has a Y-shaped cul-de-sac adjacent to King Park, but it has a tow-away zone within the limits of the Y-shaped cul-de-sac.

*Operations Impact*

The attached ordinance would allow the Police Department to have vehicles, which are parked within the cul-de-sac on Gregory Street, north of Fairview Avenue, towed and impounded at the owner's expense. The proposed parking prohibitions would not impact access to the adjacent properties.

*Community Impact*

On May 7, 2024, one resident on Gregory Street contacted Urbana Public Works with a concern about vehicles parking in the subject cul-de-sac and requested that this end of Gregory Street be turned into a tow-away zone similar to the end of Harvey Street. The Urbana Park District has voiced their support for the requested parking restriction on Gregory Street, because cars parked in the cul-de-sac also inhibit access to King Park by Park District maintenance vehicles.

*Recommendation*

City Council is asked to pass the attached ordinance that would prohibit parking and allow for towing vehicles within the cul-de-sac on Gregory Street, located between 475 feet and 500 feet north of the centerline of Fairview Avenue.

*Next Steps*

If the attached ordinance is passed, staff will update Schedule M of Section 23-190 accordingly.

**Attachments**

1. Ordinance No. 2024-07-\_\_\_\_: An Ordinance Amending Schedule M of Section 23-190 of the Urbana Local Traffic Code - Tow Away Zones (Gregory Street north of Fairview Avenue).
2. Location Map for Tow Away Zone on Gregory Street north of Fairview Avenue.

Originated by: Riley Jones, Civil Engineer I

John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

**ORDINANCE NO. 2024-07-**

**AN ORDINANCE AMENDING SCHEDULE M OF SECTION 23-190 OF  
THE URBANA LOCAL TRAFFIC CODE – TOW AWAY ZONES**

**(GREGORY STREET NORTH OF FAIRVIEW AVENUE)**

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

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

**WHEREAS**, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to regulate parking on its streets and in its parking lots; and

**WHEREAS**, the City of Urbana restricts parking on streets to provide public safety and access.

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

**Section 1.** Schedule M of Section 23-190, entitled "Tow Away Zones" of Article XIV of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following portions of streets where, provided any such area or portions of streets have been posted with signs indicating the same as a "tow away zone," any vehicle found to be parked in such area or portions of streets may be towed away and impounded at the expense of the owner as provided in Section 23-273 of this traffic code:

<u>Tow Away Zone at All Times</u>	<u>Between</u>	<u>And</u>	<u>Side of Street</u>
Gregory Street	from 475’ north of the centerline of Fairview Avenue	to 500’ north of the centerline of Fairview Avenue	Both Sides

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

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

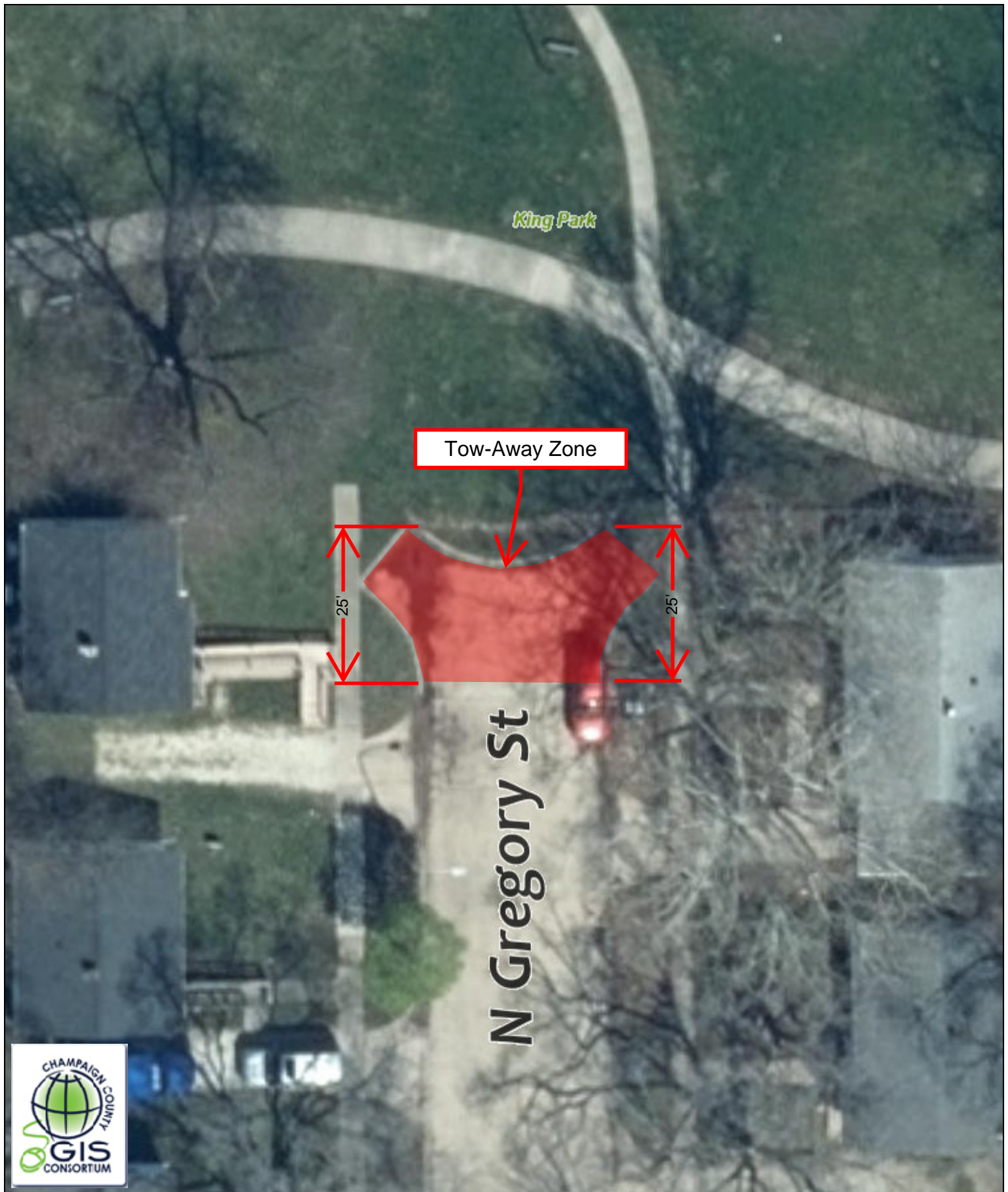
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Diane Wolfe Marlin, Mayor



# N Gregory Street Proposed Tow Away Zone

Item f.



This map application was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this application is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this application and information contained herein. The use of this application constitutes acknowledgement of this disclaimer.





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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 1, 2024 Committee of the Whole  
**Subject:** A Resolution Authorizing the Execution of an Intergovernmental Cost Sharing Agreement for Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection Event

### Summary

#### *Action Requested*

Council is being asked to approve the execution of an intergovernmental cost sharing agreement for a 2024 household hazardous waste collection event sponsored by the Illinois Environmental Protection Agency (IEPA).

### Relationship to City Services and Priorities

#### *Strategic Goals & Plans*

To properly manage household hazardous waste materials, IEPA is partnering with the City of Urbana, City of Champaign, Village of Savoy, and Champaign County to conduct an annual household hazardous waste collection event. These events are very. As an example, the household hazardous waste collection event in Spring 2023 collected nearly 300 drums of hazardous, corrosive, flammable, and reactive materials.

### Discussion

#### *Fiscal and Budget Impact*

Costs are divided by relative population and as such, the City of Urbana's cost share is 18.6%. The maximum share in 2024 for the household hazardous waste collection event for the City of Urbana is \$793.48.

#### *Recommendation*

Staff recommends that the intergovernmental agreement is approved.

### Attachments

1. A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COST SHARING AGREEMENT FOR AN ILLINOIS EPA-SPONSORED ONE-DAY HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT
2. AN INTERGOVERNMENTAL COST SHARING AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY FOR AN ILLINOIS

ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY  
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN 2024

Originated by: Courtney Kwong, Recycling Coordinator  
Reviewed: Scott Tess, Sustainability & Resilience Officer  
Tim A. Cowan, Public Works Director  
Approved: Carol J. Mitten, City Administrator

AN INTERGOVERNMENTAL COST SHARING AGREEMENT BETWEEN  
THE COUNTY OF CHAMPAIGN,  
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY  
FOR AN  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY  
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN 2024

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

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

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with an Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection Event to be held on August 16-17, 2024, at the State Farm Center Southwest Quad Parking Lot in Champaign, Illinois (hereinafter referred to as “event”). These costs include:

- a. The event fee of \$2,000 for use of State Farm Center Southwest Quad Parking Lot for two days at \$1,000 per day.
- b. The cost of traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event.
- c. The cost of approximately \$710 for rental of an overhead 10’x 10’ tent with sides for two days in the event of unsuitable weather conditions.
- d. The cost of two golf carts at \$275 per day per golf cart at the event.
- e. Additional 10 percent contingency amount of total fees paid pursuant to items b., c., and d. above, to be included in the maximum total amount per event.

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

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

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering an IEPA-Sponsored One-Day Household Hazardous Waste Collection Event in 2024. Costs will include:

- a. Payment of an event fee of \$2,000 to the State Farm Center, University of Illinois at Urbana-Champaign, for use of the Southwest Quad Parking Lot for two days at \$1,000 per day;
- b. Payment for traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event;
- c. Payment of approximately \$710 for rental of an overhead 10'x 10' tent with sides for two days in the event of unsuitable weather conditions;
- d. Payment for two golf carts at \$275 per day per golf cart at the event; and
- e. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to b., c., and d. above, to be included in the maximum total amount per event.

## Section 2. Terms

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

## Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the IEPA and with the State Farm Center for the IEPA-Sponsored One-Day Household Hazardous Waste Collection event. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

## Section 4. Cost Sharing

- 4-1. The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for the event:

Table 4.1

Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
\$1,458.97 (34.2)	\$1,830.11 (42.9)	\$793.48 (18.6)	\$183.44 (4.3)	\$4,266.00

#### Section 5. Invoices and Payments

- 5-1. To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to 'Champaign County' to the attention of Recycling Coordinator, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

#### Section 6. Amendments

- 6-1. This agreement may be amended only in writing signed by all parties.

#### Section 7. Survival of Provisions

- 7-1. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

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

CHAMPAIGN COUNTY

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

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

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
State's Attorney's Office

CITY OF URBANA  
An Illinois Municipal Corporation

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

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

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

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

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

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

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

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

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

VILLAGE OF SAVOY  
An Illinois Municipal Corporation

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

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

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL  
COST SHARING AGREEMENT FOR AN ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY-SPONSORED ONE-DAY HOUSEHOLD HAZARDOUS  
WASTE COLLECTION EVENT**

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

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

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

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

**Section 1.**

That an Intergovernmental Agreement providing to share costs associated with an Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection Event between the City of Urbana, City of Champaign, Village of Savoy, and Champaign County in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

That the Mayor and the City Administrator of the City of Urbana, Illinois, be and the same are hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Intergovernmental Agreement,

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

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

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

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

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





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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** July 8, 2024 Council Meeting  
**Subject:** Resolution Authorizing an Intergovernmental Agreement with the Village of Savoy for the Temporary Usage of an Aerial Platform Ladder Truck

### Summary

#### *Action Requested*

Staff requests that City Council approve the proposed Resolution authorizing the City to enter into Intergovernmental Agreement (IGA) with the Village of Savoy for the temporary use of an Aerial Platform Ladder Truck.

#### *Brief Background*

While responding to an emergency incident in August 2023, Tower Ladder 261 (TL261) suffered damages to the aerial ladder, the basket, the rear compartment module and other cosmetic damage with an estimated repair range of \$150,000 - \$190,000. The backlog with the repair company prolonged the schedule for getting TL261 fixed. The repairs will be performed out of state and will take an estimated six to eight weeks to complete. With TL261 completely out of service, and our community will lack the operational capability the ladder truck provides to ensure the safety and well-being of our residents.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

If the Resolution is passed, the City of Urbana would maintain our ability to respond safely and effectively to emergencies that require aerial access, such as: high-rise fires, elevated and sub-level rescues, and other incidents where vertical reach is essential. Although Urbana's local response times may be lengthened during this period, the offset of having a ladder directly available in our community is considered to be more than offsetting.

#### *Strategic Goals & Plans*

This resolution maintains the Mayor/City Council Strategic Goals under Strategic Area #1: Public Safety & Well-Being, Goal 2) Enhance and expand public safety resources and Goal 3) Promote community well-being.

*Previous Council Actions*

This Resolution would be a continuation of the Council's previous actions of approving these repairs through a budget amendment

**Discussion***Recommendation*

City Council is asked to approve this Resolution to authorize the City to enter into the proposed IGA with the Village of Savoy for the use of an Aerial Platform Ladder Truck

*Next Steps*

If approved, the Mayor will execute the IGA, and Fire Department staff will ensure that it is implemented consistent with the terms of the agreement.

**Attachments**

1. Intergovernmental Agreement – Temporary Use – Fire Department Ladder Truck
2. Proposed Resolution

Originated by: Clint Weidert, Interim Deputy Fire Chief

Reviewed: Demond Dade, Fire Chief

Approved: Carol Mitten, City Administrator

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

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE VILLAGE OF SAVOY FOR THE TEMPORARY USAGE OF AN AERIAL  
PLATFORM LADDER TRUCK**

**WHEREAS**, the City of Urbana (“City”) values the safety and well-being of its residents and recognizes the importance of maintaining operational emergency response equipment; and

**WHEREAS**, the City’s tower ladder truck is currently undergoing repairs out of state, rendering it temporarily unavailable for emergency response situations; and

**WHEREAS**, the Village of Savoy (“Village”) possesses an aerial platform truck that can be made available to the City temporarily to ensure the continued provision of essential fire and rescue services during the repair period; and

**WHEREAS**, an intergovernmental agreement (IGA) between the City and the Village for the use of the aerial platform truck has been negotiated on terms acceptable to both parties.

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

**Section 1.**

The City hereby enters into the attached IGA with the Village for the utilization of their aerial platform truck during the period of repair of Urbana’s ladder truck.

**Section 2.**

The terms of the IGA, including the duration of use, responsibilities of both parties, and any associated costs, are hereby approved.

**Section 3.**

The Mayor and the Fire Chief are authorized to take all necessary steps to implement the terms of the IGA, including the execution of any required documents.

**Section 4.**

The City Council expresses its gratitude to the Village for their cooperation and assistance in ensuring the continuity of emergency response services for the residents of Urbana.

**Section 5.**

This Resolution shall take effect immediately upon passage.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_\_.

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

**INTERGOVERNMENTAL AGREEMENT**  
**TEMPORARY USE – FIRE DEPARTMENT LADDER TRUCK**

THIS INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY USE OF A FIRE DEPARTMENT LADDER TRUCK (“Agreement”) is made and entered into this \_\_\_\_ day of July, 2024, by and between the Village of Savoy (Savoy) and the City of Urbana (Urbana).

WITNESSETH:

- A. Savoy is the owner of that certain property identified as Ladder Truck 461 , hereinafter referred to as “the Ladder Truck”.
- B. Urbana desires to use the Ladder Truck temporarily for providing services within the service area of the Urbana Fire Department.
- C. Savoy has agreed to permit Urbana to use the Ladder Truck solely for the purpose of providing services within the service area of the Urbana Fire Department, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Savoy and Urbana agree as follows:

- 1) **Term:** The term of this Agreement shall begin on July \_\_\_\_, 2024 and shall continue on an as needed basis but in no event later than the date upon which Urbana’s Ladder 261 is returned to service within the Urbana Fire Department.
- 2) **Possession.** Savoy shall permit possession of the Ladder Truck solely for the purpose described herein to Urbana, including the employees of Urbana Fire Department. The Ladder Truck will operated out of Urbana’s Fire Station #1 (400 S. Vine Street).
- 3) **Affirmative Covenants of Urbana.** Urbana hereby covenants and agrees with Savoy as follows:
  - a. Urbana shall use the Ladder Truck solely for providing services of the Urbana Fire Department within the service area of the Department.
  - b. Urbana shall keep the Ladder Truck in a state of good order, condition and repair. Urbana shall promptly repair, at its sole cost, any damage caused by Urbana or its employees or any uninsured damage caused to it during its possession by Urbana not caused by the negligent or willful and wanton acts of Savoy or its employees.
  - c. Urbana and its employees shall comply with all applicable laws, statutes, codes and regulations in connection with their use and operation of the Ladder Truck.

- d. A “Regular” will be defined as a fire alarm or fire in a structure. A “Working” incident is determined on initial dispatch or by the first arriving unit. During the term of this Agreement, the Urbana Fire Department will automatically respond with one (1) Engine Company to “Regular” Alarms only within the Village of Savoy. Exception: The complex at 100 Parkview Lane will not be included in “Regular” responses. Specifically, E253 will be dispatched for this coverage. If E253 is not available, E252 or E251 respectively will be dispatched. If those units are not available, the on-duty UFD Battalion Chief will be contacted by METCAD to determine coverage of the assignment. Simultaneously, the Savoy Fire Department will respond to “Regular” and “Working” Alarms in Savoy. Once the Savoy Fire Department is on-scene, the Urbana Fire Department will be released (whether in route or on-scene). Notwithstanding the foregoing, mutual aid agreements will dictate Urbana Fire Department’s response to “Working Fire” Alarms in Savoy. If a “Working” incident is declared, UFD may dispatch an additional unit and command officer.
  - e. In the event of catastrophic damage to said Ladder Truck during possession of it by Urbana that results in it being totaled beyond repair, the parties agree that Urbana shall replace said Ladder Truck with a similar new Ladder Truck and/or pay to Savoy the replacement cost value of said Ladder Truck.
- 4) **Negative Covenants of Urbana.** Urbana hereby covenants and agrees with Savoy that Urbana, and its employees, will not do, suffer, or permit any of the following: use, or permit to be used, the Ladder Truck for purposes other than the use authorized by this Agreement; assign this Agreement in whole or in part, or permit the assignment by operation of law.
- 5) **Affirmative Covenants of Savoy.** Savoy hereby covenants and agrees with Urbana that:
- a. The Ladder Truck is in proper working order and condition sufficient to allow Urbana to use and operate such truck for the provision of services provided by the Urbana Fire Department.
  - b. In the event of circumstances requiring Savoy to re-take possession of the Ladder Truck prior to the termination of this Agreement, Savoy shall provide sufficient notice to Urbana in order for Urbana to make other arrangements for use of an apparatus operationally similar to the Ladder Truck.
- 6) **Termination and Return of Possession.** Upon the termination of this Agreement, Urbana shall yield up immediate possession to Savoy of the Ladder Truck. Urbana shall return the Ladder Truck in as good a condition as when it took possession of the Ladder Truck, normal wear and tear excepted. This Agreement may be terminated by either party upon 90 (ninety) days’ written notice.

- 7) **Miscellaneous.** This Agreement shall be binding on the heirs, agents, assigns, employees, and administrators of the parties hereto. This Agreement may not be modified orally, but rather any modifications or alterations to this Agreement must be reduced to writing and signed by all parties hereto.
- 8) **Insurance.** Urbana agrees to procure and keep in effect during the term of this Agreement the following insurance coverages covering the Ladder Truck and its use by Urbana: liability and property damage insurance satisfactory to Savoy for the benefit of Savoy and naming Savoy as an additional insured, in the amount of \$1,000,000.00 for injury to one (1) person from any one (1) casualty; \$1,000,000.00 for injuries to more than one (1) person resulting from any one (1) casualty; and \$1,000,000.00 for property damage resulting from any one (1) occurrence. Urbana shall provide to Savoy a certificate of insurance prior to or by the first date of allowed use of the Ladder Truck. Urbana shall be required to provide automobile liability coverage in an amount not less than \$1,000,000.00 per occurrence combined single limit naming the Village of Savoy as additional insured. Urbana shall be required to provide auto physical damage coverage on the apparatus (Ladder 461) during the term of the agreement in an amount not less than the full replacement cost value naming the Village of Savoy as loss payee.
- 9) **Release and Indemnity.** Urbana hereby releases Savoy, its officers and employees, from any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation attorney's fees and litigation costs (the "Losses"), and for injury or death to persons and/or property damage that may arise from or in connection with Urbana's use and operation of the Ladder Truck. Urbana hereby agrees to indemnify, defend, and hold harmless Savoy from and against the Losses and for any and all loss of life or injury to persons or damage to property that is due to or arising out of the use and operation of the Ladder Truck. The foregoing release and indemnity shall survive the termination of this Agreement.
- 10) **Capacity to Execute Agreement.** The Parties executing this Intergovernmental Agreement for Temporary Use – Fire Department Ladder Truck hereby affirm that they are authorized to execute same in the name of the respective Parties with the intention that all shall be bound by the terms and conditions set forth in this Agreement.

Village of Savoy

City of Urbana

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_







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

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

**Meeting:** July 8, 2024, Council Meeting  
**Subject:** Board and Commission Appointments

### Summary

#### *Action Requested*

City Council is asked to approve the appointment of Gerald (Jerry) D. Frye to the Human Relations Commission for a term ending June 30, 2027.

#### *Brief Background*

Frye is an over 20-year resident of Urbana and a self-employed accountant and tax return preparer. With a bachelor's degree in accounting and having passed the CPA exam in 1977, he has extensive experience in public accounting and managing his own CPA practice. Jerry has worked locally for a real estate management firm for 13 years, dealing with international accounting teams, and has also managed a public golf course with 15 employees. Additionally, he serves as a Fund Trustee at his local church.

***"I'm very interested in real equal opportunities for all classes of people. Whether that be in employment, housing, access to credit or public accommodations. I'm certain this can be a complicated and messy situation from time to time, but in my opinion, a commission like this is necessary to maintain equilibrium in a sometimes-unjust society. I'm eager to learn how this commission operates and eager to be an active member (not just an attender)."***

### 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.

Since 1975, the Human Relations Commission has worked to end unlawful discrimination within the City of Urbana, Illinois by enforcing the Urbana Human Rights Ordinance.

*Strategic Goals & Plans* N/A

*Previous Council Actions* N/A

## **Discussion**

### *Recommendation*

City Council is asked to approve the appointment of Gerald (Jerry) D. Frye to the Human Relations Commission for a term ending June 30, 2027.

### *Next Steps*

If approved, the Office of the Mayor will notify Gerald (Jerry) D. Frye of his appointment as a Commission member and of Open Meetings Act requirements.

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

Reviewed: Diane Wolfe Marlin, Mayor

Approved: Carol J. Mitten, City Administrator