CITY OF URBANA

CITY OF URBANA
COMMITTEE OF THE WHOLE MEETING

DATE: Monday, May 15, 2023
TIME: 6:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: ***Christopher Evans, Ward 2***

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. **04-03-2023 Minutes**

C. Additions to the Agenda

D. Presentations and Public Input

1. ***Examine Urbana*** **Housing Chapter - Nick Olsen**

E. Staff Report

F. Unfinished Business

1. **Ordinance No. 2023-05-013:** An Ordinance Authorizing the Sale of Certain Real Estate (903 N. Division, 1605 Wiley, and 1107 N. Gregory) - CD

G. New Business

1. **Ordinance No. 2023-05-014:** Ordinance Adopting the International Code Council's 2021 Code Series - CD

2. **Resolution No. 2023-05-034R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Business Elevator – 21st Century Readiness - CD

3. **Resolution No. 2023-05-035R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Champaign-Urbana Public Health District – CU Farm to School - CD

4. **Resolution No. 2023-05-036R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Urbana Park District – Youth Scholarship Program - CD

5. **Resolution No. 2023-05-037R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Urbana Park District – Pick-Up Basketball League - CD

6. **Resolution No. 2023-05-038R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Urbana Park District – Fresh Teen Hangout - CD

7. **Resolution No. 2023-05-039R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Youth Services Agreement – Urbana Park District – Outreach Swim Lessons - CD

8. **Resolution No. 2023-05-040R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Rape Advocacy, Counseling, & Education Services – Survivor Services-Trauma Therapy - CD

9. **Resolution No. 2023-05-041R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Development Block Grant Agreement – Rape Advocacy, Counseling, & Education Services – Survivor Services -Trauma Therapy - CD

10. **Resolution No. 2023-05-042R:** Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – East Central Illinois Mutual Assistance Center – Newcomer Immigrant Student Support - CD

11. **Resolution No. 2023-05-043R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Crisis Nursery – Safe Children Program - CD

12. **Resolution No. 2023-05-044R**: A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – DREAAM – Hope Scholars Mentoring Program - CD

13. **Resolution No. 2023-05-045R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Big Brothers Big Sisters of Central Illinois – Community-Based Mentoring Program - CD

14. **Resolution No. 2023-05-046R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Champaign County Regional Planning Commission – Youth Assessment Center - CD

15. **Resolution No. 2023-05-047R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Sola Gratia – Agricultural Education Program Center - CD

16. **Resolution No. 2023-05-048R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Steam Genius DBA Hip Hop Express – Urbana Lovin' U Tour - CD

17. **Resolution No. 2023-05-049R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – The Well Experience -- Well Kids Learning Hub - CD

18. **Resolution No. 2023-05-050R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Urbana Neighborhood Connections – Community Study Center - CD

19. **Resolution No. 2023-05-051R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement State of Illinois Department of Commerce and Economic Opportunity Agreement – Urbana Neighborhood Connections – Urbana Youth Development Program - CD

20. **Resolution No.2023-05-052R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Urbana Park District) - Exec

21. **Resolution No. 2023-05-053R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign County Environmental Stewards) - Exec

22. **Resolution No. 2023-05-054R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Cunningham Township) - Exec

23. **Resolution No. 2023-05-055R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign Township) - Exec

24. **Resolution No.2023-05-056R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (HACC: Youthbuild) - Exec

25. **Resolution No.2023-05-057R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (HACC: Steer Place) - Exec

26. **Resolution No.2023-05-058R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (HACC: SRO Project) - Exec

27. **Resolution No.2023-05-059R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (University YMCA) - Exec

28. **Resolution No.2023-05-060R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (USD 116 Alternative Education) - Exec

29. **Resolution No.2023-05-061R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (USD 116 Community Engagement) - Exec

30. **Resolution No.2023-05-062R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (U-C IMC) - Exec

31. **Resolution No. 2023-05-063R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign County Health Care Consumers) - Exec

32. **Resolution No.2023-05-064R:** A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Justine Petersen) - Exec

H. Closed Session: Property Acquisition, Pursuant to 5 ILCS 120/2 (c) (5)

I. New Business Continued

1. **Ordinance No. 2023-05-015:** An Ordinance Authorizing the Purchase of Certain Real Estate (1205 Bradley Avenue, Urbana, Illinois) - Exec

2. **Ordinance No. 2023-05-016:** An Ordinance Authorizing the Acquisition of Certain Real Estate (131 and 205 N. Race Street, Urbana, Illinois) - Exec

J. Council Input and Communications

K. Adjournment

PUBLIC INPUT

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

Email Input
Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaillinois.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@urbanaillinois.us

DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Kimberly I. Smith, Community Development Services Director
Sheila Dodd, Manager, Grants Management Division

DATE: May 11, 2023

SUBJECT: **ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE**

This memo provides additional information requested at the May 1, 2023 Committee of the Whole meeting. The following questions were raised at the meeting:

Were there other proposals or options considered? Was Cunningham Township Supervisor's Office considered as a recipient of these, because they also do transitional housing and have been bringing the same type of program to the City?

The City, Housing Authority of Champaign County (HACC), and Cunningham Township Supervisor's Office (CTSO) have been discussing the transfer of the properties since last fall. HACC has a grant through Illinois Housing Development Authority to purchase 10 units for transitional housing for justice-involved parents to remain with or reunite with their children. At that time, CTSO was not interested in being the property manager but wanted to do the case management in support part of the grant.

I would like to learn about the affordable housing timeline. The timeline and where it mentions that they will be used for affordable housing for a period of time.

The units all have retention agreements requiring the properties to remain affordable. The property at 1107 N. Gregory is required to be used as affordable rental until 2033. The properties at 903 N. Division and 1605 Wiley are required to remain affordable until 2030. The retention requirements will be transferred to the Housing Authority to ensure these requirements are met.

Why would we consider putting funds into CDBG? Were they purchased with CDBG funds?

The properties at 1605 Wiley and 903 N. Division were acquired in 1990 using Supportive Housing program funds. When the Supportive Housing funding ended, CDBG funds were used to support the program. Any program income will need to be returned to the CDBG program.

Is there another pot of money besides CDBG? Is there a more flexible pot of money for the funds to help those the most vulnerable in the community?

No, we will need to put the funds into CDBG. However, 15% of the program income funding may be used towards social service programs that will increase the amount available for social service grants in FY 23/24.

Is there any way that something can be put in the agreement that HACC work with CTSO to get first priority of the projects? Not considering Township as owners of these houses is a slight. Was Township considered in discussions.

As outlined in question 1, CTSO was part of the discussion early on. They will be entering into a memorandum of understanding with the HACC to outline the partnership. CTSO will bring the agreement to Town Board in June.

Are they single-family homes? Would they be family rentals? Are the homes occupied now?

All three properties are single-family homes and are occupied by families. HACC will transfer the leases once they own the properties. The families will not be displaced.

CITY OF URBANA

Community Development Services Department

Building Safety Division

400 S Vine St • Urbana IL 61801 • (217) 384-2443 • urbanaillinois.us

m e m o r a n d u m

TO: Mayor Marlin & Urbana City Council

FROM: Kimberly I. Smith, Community Development Services Director
Nicholas P. Hanson, Building Official

DATE: 05/15/2023

SUBJECT: **Ordinance adopting the International Code Council's 2021 Code Series**

Description

The City Council is asked to review a proposed ordinance for the City of Urbana's adoption of the 2021 International Code Council's (ICC) code series. This code series will supersede and replace the 2009 ICC Code series, which was adopted by the City Council in 2011.

The 2021 ICC code series was reviewed by the Building Safety Code Board of Appeals on March 22, 2023 and was unanimously recommended for adoption by the City Council.

A copy of the Adopting Ordinance and copies the ICC code series books have been available for public review and comment since March 27, 2023 in the City Clerk's office. Upon adoption the State of Illinois Capital Development Board (CDB) will be notified for public posting on the CDB website.

Issues

The draft Adopting Ordinance for the ICC code series follows the same format as previously used. It would comprise Chapter 5 of the Urbana Code of Ordinances and contain the following Articles:

Article I:	General
Article II:	Building Official
Article III:	Board of Appeals
Article IV:	Building Code
Article V:	Residential Code
Article VI:	Electrical Code
Article VII:	Plumbing Code
Article VIII:	Mechanical Code
Article IX:	Property Maintenance Code
Article X:	Reserved
Article XI:	Flood Hazard Areas
Article XII:	Mobile Home Parks and Mobile Homes

Article XIII: Fire Prevention Code

Each of the Articles would reference, amend, and add to the base code language published by the ICC. Copies of these base code documents are available to Council members and to the general public for use in reviewing the adopting ordinance through the Building Safety Division of the Community Development Services Department.

Background

Builders and designers have been using the ICC code for over 20 years now and are experienced with its requirements. The City of Urbana has been utilizing the 2009 ICC codes since 2011. The City of Champaign has also been utilizing the International Series for a number of years as well and will be updating to the 2021 ICC series in the coming months. This update will help keep Urbana and Champaign in alignment.

Other than the Illinois Plumbing Code, which is promulgated by the State of Illinois as required minimum standards, the ICC construction codes are developed through a national level consensus process. In 2010, the State of Illinois also passed legislation adopting the 2009 International Energy Conservation Code (IECC) as the required minimum energy efficiency standard for all newly constructed buildings in Illinois, including one- and two-family dwellings. The adoption of the Model Codes Ordinance by the City does not negate any state statute on the same subject. The locally adopted code would only be applied when it imposes a more stringent requirement than that of the state code.

Options

The City Council has the following options:

1. Approve the Adopting Ordinance as written.
2. Approve the Adopting Ordinance, with certain specified modifications.
3. Do not approve the Adopting Ordinance. In this case, the Council should identify alternative courses of action to ensure currency of relevant codes.

Recommendation

In addition to City staff recommending approval, the Urbana Building Safety Code Board of Appeals has met and recommends APPROVAL of the proposed Adopting Ordinance.

Attachments

1. Draft Adopting Ordinance
2. Building Safety Code Board of Appeals March 22, 2023 meeting minutes

400 S Vine St • Urbana IL 61801 • (217) 384-2443 • BuildingSafety@urbanaillinois.us

2021 ICC Model Codes
ADOPTING ORDINANCE

Article I	General	3
Article II	Building Official	5
Article III	Board of Appeals	7
Article IV	Building Code	9
Article V	Residential Code	15
Article VI	Electrical Code	21
Article VII	Plumbing Code	35
Article VIII	Mechanical Code	39
Article IX	Property Maintenance Code	43
Article X	*Reserved*	57
Article XI	Flood Hazard Areas	59
Article XII	Mobile Home Parks and Mobile Homes	81
Article XIII	Fire Prevention Code	91

ARTICLE I – GENERAL

Sec. 5-1. Reserved.

Sec. 5-2. Definitions.

Whenever the words "municipality" or "city" are used in this Ordinance or in any adopted code, they shall be held to mean the City of Urbana, Illinois.

The intent of this Ordinance shall be that the requirements and applicability of the codes referenced in this Ordinance shall be based upon the use group classifications, definitions, and construction types as designated in those codes as modified by this ordinance. Classifications, definitions, and occupancy types from other codes such as NFPA and/or the Zoning Ordinance shall not be used when determining requirements from the codes referenced by this Ordinance.

Sec. 5-3. Other Referenced Codes and Ordinances. Nothing in the adoption of the codes set forth above shall be construed to exempt any building or structure, or portion thereof, or occupancy or use thereof, from compliance with any and all other applicable codes and ordinances of the City of Urbana, Illinois.

Sec. 5-4. Contractor Bonds for Right-of-Way Damage. All contractors or other persons doing or proposing to do work in the City of Urbana, which work may reasonably be expected to cause any physical disturbance of the public right-of-way including but not limited to any excavation, shall in addition to permits required under Chapter 5 (if necessary) obtain a right-of-way permit from the City Engineer. Before the said right-of-way permit may be issued, the contractor or other person must post a bond as set forth under Section 20-409 of the Urbana Code of Ordinances.

Sec. 5-5. Additions, Modifications, Deletions, and Substitutions. Where the following words precede the sections and subsections of the Codes hereinafter adopted they shall have the meanings set forth below:

"ADD" means that such provision is thereby added to and made a part of the Code indicated as though fully set forth therein at the referenced section.

"AMEND" (see "MODIFY").

"DELETE" means that such provision deletes the referenced section from the code referenced.

"MODIFY" means that such provision amends the referenced section of the code referenced to read as provided and that such provision is added to and made a part of such code as though fully set forth at the referenced section number.

"SUBSTITUTE" means that provision is substituted in place of the referenced section and is made a part of the code referenced.

Secs. 5-6 - 5-10. Reserved.

ARTICLE II – BUILDING OFFICIAL

Sec. 5-11. Offices created. There is hereby created the office of the Building Official. The Building Official shall be hired by the applicable governing authority and certified through a recognized certification program.

Sec. 5-1. Duties. The duties of the Building Official shall be as follows:

1. The Building Official of the City of Urbana shall issue all building permits and carry on all duties of the Building Official as such term is used elsewhere in city ordinances.
2. The Building Official shall hire such number of inspectors, assistants and other employees as authorized by the jurisdiction. Inspectors or plans examiners shall be certified through a recognized certification program for the appropriate trade(s).
3. The Building Official shall perform other such duties as prescribed by the Mayor or City Council from time to time.

Secs. 5-14 - 5-20. Reserved.

ARTICLE III – BOARD OF APPEALS

Codes That May Be Appealed: Appeals involving the following codes (and other Codes incorporated therein) shall be made to the Building Safety Code Board of Appeals:

- 2021 International Building Code
- 2021 International Existing Building Code
- 2021 International Residential Code
- 2021 International Mechanical Code
- 2021 International Fire Prevention Code
- 2021 International Plumbing Code
- 2021 International Fuel Gas Code
- 2021 International Property Maintenance Code
- 2020 National Electrical Code

Limitations of authority: An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

Time Limit for Appeals: An appeal of a legal notice or order by a Building Official or the Fire Official must be made within 15 days of receipt of such notice.

Administration: The Building Official shall take immediate action in accordance with the decision of the board.

Membership Qualifications of the Building Safety Code Board of Appeals: The Building Safety Code Board of Appeals shall be comprised of 5 members who are not employees of the jurisdiction, including at least: one licensed electrician or electrical engineer; one licensed plumber or mechanical engineer; one architect; and one building contractor. The members shall be appointed by the Mayor, with approval of the City Council, for a term of five years, with the initial terms staggered.

Alternate Members: In addition to the members herein referred to, the Mayor shall initially appoint two alternate members and approved of the City Council. Such alternate members shall serve on the Board with the same powers and privileges as regular members when present at a meeting of the Board in place of an absent regular member. The alternate members so appointed shall serve for a term of five years. There are no specific trade requirements for alternate members.

Chair of Board and Board Rules: One member shall serve as Chair, and the Building Official shall keep a detailed record of all proceedings on file in the Building Safety Division. The Board shall enact rules and by-laws under which it shall operate. The Board shall elect a temporary chair in the absence of the appointed chair.

Disqualification of Member: A member shall not hear an appeal in which that member has any personal, professional, or financial interest.

Notice of Meeting: The Board shall meet upon notice by the Chair or the Building Official within 30 working days of filing of an appeal or at stated periodic meetings if arranged by the volume of work.

Open Meetings: All hearings shall be open to the public. The appellant, the appellant's representative, the Official of the jurisdiction, and any other person whose interests may be affected by the matter on appeal, shall be given an opportunity to be heard at the meeting in which the appeal is heard.

ARTICLE IV – BUILDING CODE

Sec. 5-21. Adoption of the 2021 International Building Code. The 2021 International Building Code as promulgated and published by the International Code Council, Inc., is hereby adopted as the Building Code of the City of Urbana, Illinois; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the said International Building Code are hereby referred to, adopted, and made a part hereof, with the additions, insertions, deletions, and changes prescribed in Section 5-23.

Sec. 5-22. Effect of State Law. The adoption of the 2021 International Building Code herein pursuant to home rule powers is not intended to negate any state statute on the same subject except insofar as the article imposes a more stringent requirement or standard than does the state statute. Where differences occur between common provisions of this Code and any other code or standard referenced by this Code, the provisions of this code shall apply.

Sec. 5-23. Additions, Amendments, Modifications, Deletions, and Substitutions. The following sections and subsections of the 2021 International Building Code are amended or changed as defined hereinafter:

Section 101.1 entitled "Title," is amended to read as follows:

Section 101.1 Title: These regulations shall be known as the Building Code of the City of Urbana, Illinois hereinafter referred to as "this Code".

Section 101.2.1 entitled "Appendices," is amended to read as follows:

101.2.1 Appendices. The following appendixes are hereby ADOPTED as part of this code.

Appendix H – Signs
Appendix I – Patio Covers

Section 101.4.3 entitled “Plumbing” is amended to read as follows:

101.4.3 Plumbing. The provisions of the CURRENT Illinois Plumbing Code and the International Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems.

Section 101.4.6 entitled “Energy” is amended to read as follows:

Section 101.4.6 Energy: The provisions of the CURRENT International Energy Code as adopted by the State of Illinois shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section 101.4.8 entitled “Electrical” is added to read as follows:

Section 101.4.8 Electrical: The provisions the 2020 National Electrical Code shall apply to additions, alterations, renovations and repairs to electrical systems and equipment shall

conform to that required for new electrical systems and equipment. Additions, alterations and repairs shall not cause existing electrical systems or equipment to become unsafe, hazardous or overloaded.

Minor additions, alterations, renovations and repairs to existing electrical systems and equipment shall meet the provisions for new construction, except where such work is performed in the same manner and arrangement as was in the existing system, is not hazardous and is approved.

Section 103.1 entitled “Creation of Enforcement Agency” is amended to read as follows:

Section 103.1 Creation of Enforcement Agency: The Building Safety Division is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 103.2 is amended to read as follows:

Section 103.2 Building Official. The Building Official shall be hired by the applicable governing authority and certified through a recognized certification program.

Section 104.8 entitled “Liability," is amended to read as follows:

Section 104.8 Liability: The Building Official or his/her designee, Officers, members of the Building Code Board of Appeals, or employees charged with the enforcement of this Code, while acting for the municipality, shall not thereby render themselves liable personally, and they are hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of their official duties.

Section 104.8.1 entitled “Legal Defense,” is amended to read as follows:

Section 104.8.1 Legal Defense: Any suit instituted against any officer or employee because of an act performed by them in the lawful discharge of their duties and under the provisions of this Code, or any amendment thereto, shall be defended by a legal representative of the City until the final termination of the proceedings. The Building Official or any subordinates shall not be liable for costs in any action, suit, or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the Department of Community Development Services, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

Section 105.2 entitled “Work exempt from permit” is amended as follows:

Items #1 and #2 under Building are DELETED.

Section 105.3.3 entitled "Noxious Odor Abatement Plan," is added and reads as follows:

Section 105.3.3 Noxious Odor Abatement Plan: Where plans filed with a building permit application for new construction or additions to facilities emitting a noxious odor beyond that of normal mechanical systems for the facility operation, the Building Official may require a Noxious Odor Abatement Plan to be filed by the owner which shall indicate the methods proposed to be used to minimize such emissions. The plan shall utilize the best available technology for

reducing odors consistent with industry standards. If the structure is then built, the noxious odor abatement plan shall be implemented as proposed.

Section 105.8 entitled "Unused Building Materials," is added and reads as follows:

Section 105.8 Unused Building Materials: When a permit becomes invalid or is voided for any reason, all building materials not stored within a building or permanent structure shall be removed from the job site. Section 107.3.1 entitled "Approval of Construction Documents," is amended to read as follows:

Section 107.3.1 Approval of Construction Documents: A complete set of the approved plans shall be kept at the job site at all times, and immediately available to the Building Official or a duly authorized representative at all times.

Section 109.2 entitled "Schedule of Permit Fees," is amended to read as follows:

Section 109.2 Schedule of Permit Fees: Where a permit is required, a fee for each permit shall be paid as required, in accordance with the Schedule of Fees as established in Chapter 14 in the City of Urbana Code of Ordinances.

Section 109.6 entitled “Refunds” is DELETED.

Section PM-113 entitled "Means of Appeals," is amended to read as follows:

Section PM-113 Means of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Section 114.4 entitled "Violation Penalties," is amended as follows:

Section 114.4 Violation Penalties: Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair a building or structure in violation of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of an offense and subject to a fine as set forth in Section 1-10(k) of the City of Urbana Code of Ordinances. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

Section 115.4 entitled "Failure to comply," is amended to read as follows:

Section 115.4 Failure to Comply: Any person who shall continue any work in or about the structure after having been served with a "stop work" order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed in Section 114.4.

Section 116.4 entitled "Method of Service," is amended to read as follows:

Section 116.4 Method of Service: Such notice shall be deemed properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section 907.9 entitled "Acceptance Testing," is added and reads as follows:

Section 907.9 Acceptance Testing: All fire protection systems shall be tested in the presence of and shall be approved by the Building Official and the Fire Official (or their authorized agents). Where supervision of a system is required, no more than 90 seconds shall elapse between the time that a fire protection system device activates and notification is received by the local fire dispatching jurisdiction.

Section 1102.1 entitled "Design" is amended to read as follows:

Section 1102.1 Design: Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, ICC A117.1, the CURRENT ADA Standards for Accessible Design and the CURRENT State of Illinois Accessibility Code.

Section 1301.1.1 entitled "Criteria" is amended as follows:

Section 1301.1.1 Criteria: Buildings shall be designed and constructed in accordance with the CURRENT International Energy Conservation Code as adopted by the State of Illinois.

Section 1809.5.1 entitled "Frost Line," is amended and reads as follows:

Section 1809.5.1 Frost Line: The minimum frost line depth design shall be 32 inches below grade.

Section 3103.3 entitled "Location," is amended to read as follows:

Section 3103.3 Location: Temporary structures shall be located with an accessible unoccupied open space around the perimeter having a minimum width of 30 feet from any and all other buildings or structures.

Section 3201.5 entitled "Approval," is added and reads as follows:

Section 3201.5 Approval: Any encroachment into the public right-of-way must be approved by the City Engineer or designee.

Section 3303.8 entitled "Contractors Bond," is added and reads as follows:

Section 3303.8 Contractors Bond: All contractors or other persons proposing to do work requiring a demolition permit from the City of Urbana shall be subject to the requirements of Article I, Section 5.4 of this Ordinance.

Contractors posting surety bonds on city contracts shall not be required to post any additional contractor bond, provided that such bond provides comparable coverage for the work undertaken.

Section 3303.9 entitled "Requirements for Demolition," is added and reads as follows:

Section 3303.9 Requirements for Demolition: All demolition work shall be carried out in accordance with the following specifications:

1. All non-common foundation walls and other below grade structures shall be completely demolished and removed. All materials shall be removed from basement or cellar activities and concrete floors shall be broken up and removed. All putrescible materials shall be removed.
2. Backfilling: No demolition materials, wood, frozen materials, or putrescibles may be used for backfill.
3. Finish grading: After backfilling the contractor shall finish grade the site. Finish grading shall be mounded approximately twelve (12) inches above existing grade in the center of the excavation

   EXCEPTION: The excavation abuts an existing building. Finish grading shall then be designed to prevent the ponding of water.
4. Dust control: During demolition work the contractor shall take reasonable steps to eliminate dust. Any water spraying, etc. shall be at the contractor's expense.

Section 3303.10 entitled "Abandoned Driveways," is added and reads as follows:

Section 3303.10 Abandoned Driveways: All abandoned drive accesses and curb cuts to the property must be removed and/or effectively closed to prevent illegal parking on the city right-of-way and/or the vacant lot. A right-of-way permit is required for work in the right-of-way.

Case #1: Abandoned drives from streets with curb and gutters; drive must be removed and curb and gutter installed.

Case #2: Abandoned drives from streets without curb and gutters; drive must be removed; appropriate barrier installed, and grass re-established in the former drive access area.

Case #3: The City Engineer may waive removal of a drive to a vacant lot, approval must be obtained in writing and provided to the Division of Building Safety.

Section 3303.11 entitled "Utilities," is added and reads as follows:

Section 3303.11 Utilities: Prior to the demolition of any structure, arrangements shall be made for the disconnection and/or retirement of all utilities. All sanitary and storm sewers shall be disconnected and plugged in accordance with the standards as determined by the Plumbing Official and the Urbana Engineering Division.

Appendix H entitled "Signs," is ADOPTED and reads as follows:

Section H101.2 entitled "Signs exempt from permits," is deleted and replaced with “Sign Permits” as follows:

Section H101.2 Sign Permits: All signs shall comply with the CURRENT Zoning Ordinance.

Section H105.1.1 Owner's Consent: The written consent of the owner or lesser of the premises upon which the sign is to be erected may be required.

Section H105.2 entitled "Permits, drawings and specifications," amended as follows:

Section H105.2 Permits, drawings and specifications: Construction documents shall be required for sign permits. These documents shall show the dimensions, material and required details of construction, including loads, stresses and anchors.

Section H105.7 entitled "Alterations," is added and reads as follows:

Section H105.7 Alterations: A sign shall not be enlarged or relocated except in conformity to the provisions of this code for new signs, nor until a proper permit has been secured. The changing of movable parts of an approved sign that is designed for such changes, or the repainting or reposting of display matter, shall not be deemed an alteration, provided the conditions of the original approval and the requirements of CURRENT Zoning Ordinance are not violated.

Section H105.8 entitled "Inspections," is added and reads as follows:

Section H105.8 Inspections: Every sign shall be subject to the inspection and approval of the Building Official or designee.

Section H105.8.1 Unsafe and Unlawful Signs: When any sign becomes insecure, in danger of falling, or otherwise unsafe, or if any sign shall be unlawfully installed, erected, or maintained in violation of any of the provisions of this code, the owner thereof or the person or firm maintaining same shall upon written notice of the Building Official, forthwith in the case of immediate danger and in any case within not more than ten days, make such sign conform to the provisions of this article or shall remove it. If within ten days the order is not complied with, the Building Official may remove such sign at the expense of the owner or lessee thereof as provided in Section 115.

Section H105.8.2 Removal: The Building Official may order the removal of any sign that is not maintained in accordance with the provisions of this article.

Section H105.8.3 Maintenance: All signs, their supports, braces, guys, and anchors, shall be kept in repair in accordance with the provisions of this Appendix and Chapter 1. When not galvanized or constructed of approved corrosion-resistant noncombustible materials, signs shall be painted when necessary to prevent corrosion.

Appendix I – Patio Covers is ADOPTED as part of this code.

Secs. 5-24 - 5-30. Reserved.

ARTICLE V – RESIDENTIAL CODE

Sec. 5-31. Adoption of the 2021 International Residential Code for One- and Two-Family Dwellings. The International Residential Code for One- and Two-Family Dwellings as promulgated and published by the International Code Council, and referenced in Section 101.2 of the 2021 International Building Code, is hereby adopted as the Residential Code of the City of Urbana, Illinois; for the control of one- and two-family detached dwellings of less than four stories in height as herein provided; and each and all of the regulations, provisions, conditions, penalties, and terms of the said 2021 International Residential Code for One- and Two-Family Dwellings are hereby referred to, adopted, and made a part hereof, with the additions, insertions, deletions, and changes prescribed in Section 5-33.

Sec. 5-32. Effect of State Law. The adoption of the 2021 International Residential Code for One- and Two-Family Dwellings herein pursuant to home rule powers is not intended to negate any state statute on the same subject except insofar as the Article imposes a more stringent standard or requirement than does the state statute.

Sec. 5-33. Additions, Modifications, Deletions, and Substitutions. The following sections and subsections of the 2021 International Residential Code for One- and Two-Family Dwellings are amended or changed as defined in Article I, Section 5 of this Ordinance.

Section R-101.1 entitled “Title” is amended to read as follows:

R-101.1 Title: These provisions shall be known as the Residential Code for One- and Two-family Dwellings for the City of Urbana, Illinois, and shall be cited as such and will be referred to herein as “this code.”

Section R-101.2.1 entitled “Restrictions” is added and reads as follows:

Section R-101.2.1 Restrictions: Manufactured and Mobile Homes are restricted by the Zoning Ordinance and Article XII of Chapter 5 of this Code to approved mobile home parks.

Section R-102.5 Appendices: The following appendixes are hereby ADOPTED as part of this code.

Appendix AF – Radon Control Methods
Appendix AH – Patio Covers
Appendix AJ – Existing Building and Structures
Appendix AO – Automatic Vehicle Gates
Appendix AQ – Tiny Houses
Appendix AS – Strawbale Construction
Appendix AT – Solar-Ready Provisions—Detached One- and Two-Family Dwellings and Townhouses
Appendix AW – 3-D-Printed Building Construction is ADOPTED as part of this code.
Appendix AY – Visitability

Section R-103.2 entitled “Appointment” is amended and reads as follows:

Section R-103.2 Building Official: The Building Official shall be hired by the applicable governing authority and certified through a recognized certification program.

Section R-105.2 entitled, "Work exempt from Permit" is amended and reads as follows:

Section R-105.2 Work exempt from Permit: Exceptions 1, 2 and 10 are deleted.

Section PM-112 entitled "Board of Appeals," is amended to read as follows:

Section PM-112 Board of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Section R-113.2.1 entitled, "Service of Notices," is added and reads as follows:

Section R-113.2.1 Service of Notices: Such notice shall be deemed to be properly served, where a copy thereof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section R-113.4 entitled, "Violation Penalty" is amended to read as follows:

Section R-113.4 Violation Penalties: Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair a building or structure in violation of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of an offense and subject to a fine as set forth in Section 1-10(k) of the City of Urbana Code of Ordinances. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

Table R-301.2 (1) entitled, "Climatic and Geographic Design Criteria," is amended as follows:

Ground Snow: 20 pounds per square foot.
Wind Speed: Minimum design wind speed shall be 107 mph 3 second gust.
Seismic Zone: Seismic zone shall be zone "B".
Weathering: Weathering index shall be "Severe."
Winter Design Temperature: Four degrees below zero (-4).
Frost Line Depth: 32 inches below grade minimum.
Termite: The jurisdiction is subject to moderate to heavy termite damage.
Decay: The jurisdiction is subject to moderate decay damage.
Ice Shield Underlayment: Ice shield underlayment is required.
Flood Hazard: The jurisdiction entered into National Flood Insurance Program on July 16, 1980 and the currently effective FIRM and FBFB maps are dated October 02, 2013.
Air Freezing Index: Air freezing index is 1265.
Mean Annual Temperature: 51.9 degrees Fahrenheit.

Section R-313.2 entitled "One- and two-family dwellings automatic fire systems is amended to read as follows:

Section R-313.2 One- and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings over 6,000 gross square feet.

> **EXCEPTION:** An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

Section M-1408 entitled “Vented Floor Furnace” is DELETED in its entirety.

Section M-1601.1.1(3) entitled “Above Ground Duct Systems” is amended to read as follows:

Section M-1601.1.1 Above Ground Duct Systems: 3. Fibrous glass air ducts (duct board) is NOT permitted in any use group.

Section M-2406.2 (7) entitled, "Prohibited Locations," is added and reads as follows:

Section M-2406.2 (7) Prohibited Locations: A vented decorative appliance, vented wall furnace, or space heater shall not be located under a stairway and shall not be installed as a central heating system. Such equipment shall not serve as the primary source of heat in a dwelling unit unless otherwise approved by the Building Official.

Section M-2433 entitled, "Log Lighters," is DELETED in its entirety.

Section G2437 entitled “Floor Furnace” is DELETED in its entirety.

Section P2601.1 entitled, "Scope," is amended and reads as follows:

Section P2601.1 Scope: The installation of plumbing, appliances, and equipment shall comply with the more stringent provisions of this code, International Plumbing Code or the CURRENT Illinois Plumbing Code.

Appendix AF – Radon Control Methods

AF101.1 entitled "General," is amended to read as follows:

AF101.1 General: All buildings and radon control systems shall be designed and constructed to meet the minimum of the State of Illinois Radon Resistant Construction Act. [420 ILCS52]

AF102 entitled "Definitions," is DELETED in its entirety.

AF103 entitled "Requirements," is DELETED in its entirety.

AF104 entitled "Testing," is DELETED in its entirety.

Appendix AH – Patio Covers is ADOPTED as part of this code.

Appendix AJ – Existing Building and Structures is ADOPTED as part of this code.

Appendix AO – Automatic Vehicle Gates is ADOPTED as part of this code.

AO103.2.1 entitled “Emergency Access for Vehicle Gates” is added and reads as follows:

Section AO103.2.1 Emergency Access for Vehicle Gates: All electrically operated gates, doors or barriers used for vehicle access shall be equipped with a “Click2Enter” type sensor

compatible with the current 800 mhz radio system used by METCAD in Champaign County and a secondary gate key switch if required by the Fire Code Official. The gate key switch shall be compatible with the requirements of Section F-506.1 of this code. These devices and their installation locations shall be approved by the Fire Code Official.

Appendix AQ – Tiny Houses is ADOPTED as part of this code.

Appendix AS – Strawbale Construction is ADOPTED as part of this code.

Appendix AT – Solar-Ready Provisions—Detached One- and Two-Family Dwellings and Townhouses is ADOPTED as part of this code.

Appendix AW – 3-D-Printed Building Construction is ADOPTED as part of this code.

Appendix AY entitled "Visitability" is added and reads as follows:

Appendix AY "Visitability":

Section AY-101 Scope: The provisions of this Appendix require visitability features in new construction of one and two family dwellings funded with financial assistance originating from or flowing through the City of Urbana and shall be in addition to the other requirements of this code.

Section AY-102 Definitions

Public Funds means funds subject to the control or regulation of the City of Urbana, Illinois or any of its officers in their official capacity, except pension.

Financial Assistance means providing public funds intended to be used for paying for labor or materials in the construction of a new single-family or two-family structure. It also includes use of public funds to acquire the parcel of land or the donation of the parcel of land owned by the City, on which a new single-family or two-family structure is to be constructed. Such financial assistance shall not include infrastructure, sanitary or storm sewer or other public infrastructure improvements.

Section AY-103 Applicability: For the purpose of this Section "new construction" shall include the construction of a NEW single family or duplex dwelling on a vacant lot. It shall not include additions to or remodeling of existing buildings. Such financial assistance shall include funds only used for the purchase of land or the donation of land from the City used to construct structures governed by this Appendix. It shall also include funds used for the actual construction of the governed structures, but shall not include infrastructure installation such as sanitary or storm sewers, streets or other costs.

If public funds are utilized to upgrade a particular element(s) of a structure for hazard mitigation, such as higher wind resistance, tornado shelters or other similar features, it shall not in and of itself, require the building to meet the requirements of this Section.

Section AY-104 Visitability Features:

AY-104.1 No step entrance: There shall be at least one entrance (front, side, rear, or through the garage) which has no steps and is served by walks and/or ramps meeting the specifications of Section AM-104.2.

AY-104.2 Visitable Route: The required no step entrance shall be accessed via a visitable route that shall meet the following criteria.

AY-104.2.1 Grade: Sidewalks and ramps shall comply with the CURRENT Illinois Accessibility Code.

AY-104.2.2 Width: The visitable route shall have a minimum clear width of 36 inches.

AY-104.2.3 Landings: Landings in a visitable route shall meet the requirements of the CURRENT Illinois Accessibility Code.

AY-104.2.4 Surfaces: Surfaces shall be non-slip.

AY-104.2.5 Drainage cross slope: Cross slope shall be no greater than 1/48.

AY-104.3 Doors/Openings: All doors or openings shall have a minimum net clear width of 32".

> **EXCEPTION:** Doors to closets with an area of 15 square feet shall be excluded from this requirement.

AY-104.4 Bathroom Walls: Each bathroom or other room containing a toilet, bathtub, shower stall, or shower seat shall have reinforcing in the walls to allow for future installation of grab bars around those fixtures.

AY-104.5 Corridors: Corridors shall be at least 36 inches in width.

AY-104.6 Environmental Controls

AY-104.6.1 Wall Electrical Outlets: Wall electrical outlets shall be mounted at least 15 inches above the finished floor.

AY-104.6.2 Light Switches, Thermostats and Other Controls: Light switches, thermostats and other control devices shall be mounted no higher than 48 inches above the finished floor.

Section AY-105 Waivers: In cases where site conditions or other restrictions warrant, waivers from this Section may be granted by the Urbana City Council after consideration and recommendation of the Building Code Board of Appeals. Said waivers will be forwarded to the City Council only if the Board recommends their approval by majority vote of the members present and voting. If the Board does not reach a favorable recommendation, the waiver is denied and the Board's findings will be the final administrative decision on such a waiver. The City Council shall have the authority to grant or deny waiver requests that the Board forwards.

Secs. 5-34 - 5-40. Reserved.

ARTICLE VI – ELECTRICAL CODE

Sec. 5-51. Adoption of the National Electrical Code. The 2020 National Electrical Code (NFPA 70) as copyrighted by the National Fire Protection Association is hereby adopted and incorporated herein by reference, as if fully set out in this Article, with the additions and changes prescribed hereinafter. Article 80 is specifically exempted.

Sec. 5-52. Effect of State Law. The adoption of the 2020 National Electrical Code (NFPA 70) herein pursuant to home rule powers is not intended to negate any state statute on the same subject except insofar as this Article imposes a more stringent requirement or standard than does the state statute.

Sec. 5-53. Amendments, Deletions, and Modifications. The following additions, deletions, amendments or substitutions, as defined in Article I, Section 5 of this Ordinance, are hereby made to the National Electrical Code.

ARTICLE 90 – Administration and Enforcement:

Section 90-1. General:

Title: This Code shall be known as the Electrical Code of the City of Urbana, Illinois, hereinafter referred to as the “Electrical Code” or "this Code".

Scope: The design, installation, maintenance, alteration, and inspection of the electrical systems shall comply with the requirements of this Code.

Intent: This Code shall be construed liberally and justly to insure public health, safety, and welfare insofar as they are affected by the installation and maintenance of electrical systems.

Safety: This Code contains provisions necessary for safety. Compliance therewith and proper maintenance will result in an installation essentially free from hazard, but not necessarily efficient, convenient, or adequate for good service or future expansion of electrical use.

Non-Instruction: This Code is not intended as a design specification nor as an instruction manual for untrained persons.

Liability: This Code shall not be construed to affect the responsibility or liability of any party owner, operating, controlling, or installing any electrical equipment, for damage to persons or property caused by any defect therein, nor shall the City be held as assuming such liability by reason of the inspection or re-inspection authorized herein or the certificate of approval issued as herein provided, or by reason of the approval or disapproval of any equipment authorized herein.

Building Safety Code Board of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Section 90-2 Applicability: The provisions of this Code shall apply to the installations and equipment within, on, or around public and private buildings, or other structures, including mobile homes, recreational vehicles, floating buildings, and other premises such as yards, carnival, parking, and other lots and industrial substations.

Including:

1. Installation of conductors that connect to the supply of electricity.
2. Installation of other outside conductors on the premises.
3. Installation of optical fiber cable.

4. Certain low voltage installations.

It is the intent that this Code covers all premises wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this Code covers installations in buildings used by the utility company for purposes such as office buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

This Code shall not cover:

1. Installations in ships, watercraft other than floating buildings, railway rolling stock, aircraft, or automotive vehicles other than mobile homes and recreational vehicles.
2. Installations underground in mines.
3. Installations of railways for generation, transformation, transmission, or distribution of power used exclusively for operation of rolling stock or installations used exclusively for signaling and communication purposes.
4. Installations of communication equipment under the exclusive control of communication utilities, located outdoors or in building spaces used exclusively for such installations.
5. Installations under the exclusive control of electric utilities for the purpose of communication, or metering, or for the generation, control, transformation, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utility or on public highways, streets, roads, etc., or outdoors by established rights on private property.

Matters Not Provided For: Any requirements essential for the safe operation of any appliance or electrical system not specifically provided for by this Code shall be determined by the Electrical Official.

Continuation of Unlawful Use: It shall be unlawful to install, extend, alter, repair, or maintain electrical systems in or adjacent to buildings except in conformity with this Code.

Section 90-3 Existing Electrical Systems:

Application: This Code shall apply to existing electrical systems described in this Section.

1. Electrical systems in a building occupied for occupancies or uses other than those for which it was occupied at the time this Code became applicable.
2. Electrical systems in a building moved as specified in Section 90-6.

Additions or Alterations: Any addition or alteration, regardless of cost, made to an electrical system shall be made in conformity with applicable regulations of this Code. Where additions or alterations subject parts of existing systems to loads exceeding those permitted herein, such parts shall be made to comply with this Code.

Existing Use Continued: Except as otherwise provided in this Code a provision in this Code shall not require the removal, alteration, or abandonment of, nor prevent continued use of, an existing electrical system; provided the system conforms with the codes in existence at the time of its installation.

Section 90-4 Repairs and Maintenance:

Maintenance: All electrical systems, both existing and new, and all parts thereof shall be maintained in a safe condition. All devices or safeguards which are required by this Code shall be maintained in good working order.

Owner Responsibility: The owner or the owner's designated agent shall be responsible for the maintenance of electrical systems.

Section 90-5 Demolition: No building or structure shall be demolished until the electrical service has been properly terminated by the utility company. The Electrical Official may require notification of termination, in writing from the utility company.

Section 90-6 Moved Structures: The electrical systems in a building or structure which is to be moved or relocated must comply with the minimum requirements for rewiring existing construction before such building may be occupied, (See Section 120.2 B, C, D, & E).

Section 90-7 Approval:

It shall be unlawful for any person to use any electrical device, apparatus, wiring material, or current limiting device of any kind that does not meet the Standards of Underwriters Laboratories or other approved testing laboratories, listed in Chapter 35 of the 2021 International Building Code, Entitled: Referenced Standards, as to safety and adequacy.

The Electrical Official may waive specific requirements in this Code or permit alternate methods, where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety.

This Code may require new products, constructions, or materials which may not yet be available at the time the Code is adopted. In such event, the authority having jurisdiction may permit the use of the products, construction, or materials which comply with the most recent previous edition of this Code adopted by this jurisdiction.

Research and Investigations: The Electrical Official shall require that sufficient technical data be submitted to substantiate the proposed use of any material or assembly, and if it is determined that the evidence submitted is satisfactory proof of performance for the use intended, its use may be approved subject to the requirements of this Code. The costs of all tests, reports, and investigations required under these provisions shall be paid by the applicant.

Special Permission: The authority having jurisdiction for enforcing this Code may grant exception for the installation of conductors and equipment not under the exclusive control of the electric utilities and used to connect the electric utility supply system to the service-entrance conductors of the premises served, provided such installations are outside a building or terminate immediately inside a building wall.

Accepted Industry Practice: In the absence of provisions not specifically contained in this Code or approved rules, accepted industry practice in respect to material, equipment, or method of installation will serve as the standard for enforcement by the Electrical Official governing electrical installations.

Section 90-8 Electrical Official:

General: The Electrical Inspector of the Building Safety Division of the Department of Community Development Services of the City of Urbana shall be designated the Electrical Official for the purposes of this Code.

Relief from Personal Responsibility: The Electrical Official, officer or employee charged with the enforcement of this Code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of Official duties. Any suit instituted against any officer or employee because of an act performed

by that officer or employee in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The Official or any subordinate shall not be liable for costs in any action, suit, or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the Office of Electrical Inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

Section 90-9 Duties and Powers:

General: The Electrical Official shall enforce all the provisions of this Code relative to the installation, alteration, repair, maintenance, or operation of all electrical systems, devices, and equipment, except as may otherwise be specifically provided for by other requirements or as provided in the following sections.

The provisions of this Code may be modified or waived by special permission, by the Electrical Official where such permission is allowed by a section in this Code.

Application and Permits:

1. The Electrical Official shall receive applications and issue permits for the installation and alteration of electrical systems and equipment.
2. The Electrical Official shall have the authority to deny issuance of an electrical permit to an applicant who is delinquent in obtaining inspections as required in Section 90-16 or delinquent in compliance with notices and orders.

Notices and Orders: The Electrical Official shall issue all necessary notices or orders to remove illegal or unsafe equipment or require repairs or replacement of such equipment.

Inspections: The Electrical Official shall make all the required inspections, or may accept reports of inspection by approved services or individuals.

Rule Making Authority: The Electrical Official shall have power as may be necessary in the interest of public safety, health, and general welfare to adopt and promulgate rules and regulations to interpret and implement the provisions of this Code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving working stresses or fire protection requirements specifically provided in this Code, or of violating approved engineering practice involving public safety.

The Electrical Official is hereby empowered to attach to electrical cabinets and equipment, any Official notice or seal to prevent or permit use of electricity and it shall be unlawful for any other person to put or attach such seal or notice, or to break, change, destroy, tear, mutilate, cover, relocate, or otherwise deface or injure any such official notice or seal posted or duly signed by the Electrical Official.

Section 90-10 Permits:

The Electrical Official shall examine or cause to be examined all applications for permits and amendments thereto within a reasonable time after filing. If the application or the plans do not conform to the requirements of all pertinent laws, such application shall be rejected. If the Electrical Official is satisfied that the proposed work conforms to the requirements of this Code and all laws and ordinances applicable thereto, a permit shall be issued as soon as practical.

1. No electrical equipment or system shall be altered or installed without first obtaining an electrical permit.

EXCEPTION: A permit shall not be required for minor electrical repairs (involving no new work, alterations, or change whatever) that are necessary and incident to the maintenance only in good condition of an established plant, installation or system of wiring. However, this exception does not permit the installation of any new circuits or the extension of any circuits already installed.

Application for Permits: Application for an electrical permit shall be made on forms prepared and provided by the Electrical Official.

Persons Applying: Applications for electrical permits shall be made only by those persons qualified, as defined by this Code, to perform electrical work.

In no case shall anyone apply for a permit to do work which they are not authorized by the owner or owner's agent to perform.

Plans and Specifications: The application for the permit shall be accompanied by specifications and plans drawn to scale, with sufficient clarity and detail dimension to show the nature and character of the work to be performed. When quality of materials is essential for conformity to this Code, specific information shall be essential for conformity to this Code, specific information shall be given to establish such quality; and this Code shall not be cited, or the term "legal" or its equivalent to be used, as a substitute for specific information. The Electrical Official may waive the requirement for filing plans when the work involved is of a minor nature.

Revocation: The Electrical Official may revoke a permit or approval issued under the provisions of this Code in case of any false statement or misrepresentation of fact in the application or on the plans on which the permit or approval was based.

Suspension: Any permit issued shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work.

Section 90-11 Conditions of Permit:

Qualifications of Contractors: Except as indicated in Section 90-12 herein, electrical permits shall be issued only to contractors licensed by the City of Urbana to perform such work.

Payment of Fees: A permit shall not be issued until the fees prescribed in Chapter 14 (licenses and permits) of the Urbana Code of Ordinances are submitted.

Code Compliance: The permit shall be authorization to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of this Code, except as specifically stipulated by approved modification as described in the application.

Permit Compliance: All work shall conform to the approved application and plans for which the permit has been issued, and any approved amendments thereto. Modifications or changes in the work shall not be made without first obtaining approval from the Electrical Official and paying any additional required fees.

Not Transferable: Permits are not transferable. A permit shall be valid only to the party authorized to do the work as indicated on the application and any bona fide employees, as allowed by this Code.

Annual Permits: The Electrical Official may issue annual permits under the following conditions:

1. Application shall be made annually in a form approved by the Electrical Official.
2. No permits shall be issued until the proper fees have been paid.

3. The application for an annual permit shall include the name of the supervising electrician that is to be responsible for the work. The electrical inspector shall be notified prior to any change in the supervising electrician. The supervising electrician shall be licensed as required in this Code.
4. Work performed under the annual permit shall be limited to minor installations or alterations. Separate electrical permits shall be obtained for major changes in electrical equipment or apparatus, changes in service, relocation of major pieces of equipment or high voltage devices and/or electrical remodeling of areas or spaces including changes in lighting.
5. An annual permit shall be issued only to those businesses, companies, or corporations which use qualified people in modifications and equipment changes. Annual permits may be issued to cover malls, hospitals, factories, and other organizations which have employees for the full-time and constant maintenance and repair of electrical systems.
6. The annual permit shall specify each and every building location or premises where work is to be performed along with the name of the designated supervising electrician.
7. The designated supervising electrician shall maintain a log of all work performed during each month for which the permit was issued. This log shall list the type and location of all work performed under the annual permit. Work not listed on the log and all major electrical work shall require a separate electrical permit. The designated supervising electrician shall update and maintain the log for review by the Electrical Official.
8. Any person violating any of the provisions of this article applicable to annual electrical permit certificates shall be subject to the penalties provided and in addition thereto, the annual electrical permit certificate issued to such person shall be revoked by the Electrical Inspector in writing to the party involved, and any unexpired fee therein shall be retained by the City, provided however, that revocation by the Electrical Official shall be subject to appeal to the Building Safety Code Board of Appeals.

Section 90-12 Registration of Electrical Contractors:

Permits for electrical work shall be issued only to registered electrical contractors as defined herein.

> **EXCEPTION:** Permits may be issued to the owner/occupant of a single-family dwelling used exclusively for living purposes, including the usual accessory buildings to perform electrical work in said dwelling, provided the person is a bona fide owner of such dwelling and that the same will be occupied by the owner for at least one year, and the owner shall personally purchase all material and perform all labor in connection therewith, and provided that all workmanship, methods, and materials shall meet the requirements of this article.

Contractors shall become registered by applying to the Electrical Official. Upon satisfactory compliance with this section, the Electrical Official shall issue a Certificate of Registration authorizing the applicant to engage in such business during the fiscal period for which it is issued.

1. Applications for registration of an electrical contractor shall not be taken unless submitted with the proper fee, as prescribed in Chapter 14 (Licenses and Permits) of the Urbana Code of Ordinances.
2. Assurances Required: Registration as required above shall require filing with the Electrical Official a statement that such contractor shall restore the city streets, alleys, sidewalks, parking, and all other city property to as good a condition as the same were before such contractor disturbed such for work performed by the contractor.
3. Applications: Registration shall require completion of the application upon the form approved by the Electrical Official.

4. The application shall specify the supervising electrician(s) responsible for the performance and/or supervision of any and all electrical work to be performed as authorized by a permit obtained by the applicant.
5. In the event of any change or termination of the Supervising Electrician, the registered electrical contractor shall have thirty days in which to apply for revision of registration or to have another registered electrical contractor apply for a permit and to complete the unfinished work.
6. Any electrical contractor properly licensed in any other jurisdiction, where the licensing requirements of said other jurisdiction are deemed equivalent to Urbana requirements by the Electrical Official, who wishes to perform permit-required work in Urbana, shall submit an application along with proof of current license and the fee prescribed for reciprocal registration as prescribed in Chapter 14 of the Urbana Code of Ordinances. If reciprocal registration is denied, the applicant may either successfully complete the licensing requirements of a supervising electrician in Urbana or an appeal may be made within seven days of receipt of denial to the Building Safety Code Board of Appeals. The Building Safety Code Board of Appeals shall either confirm or deny registration by a majority vote.
7. Certificates of registration shall expire on the 30th day of June following issuance. Application for renewal shall be made by submitting the proper fee and by submitting any changes to the original application on or before 30 days after the date of expiration. Failure to renew registration July 31 shall require submission of a new application and double the prescribed fee. Any renewal or re-registration which has been expired, revoked, suspended, or otherwise invalid for a period longer than 90 days shall require re-examination of the supervising electrician.
8. Performance of permit-required electrical work without a valid registration as an electrical contractor in Urbana shall be deemed a violation of this Code.
9. Any false statement on the application for registration shall constitute fraud, and cause the registration to be null and void.
10. If in the opinion of the Electrical Official any electrical contractor registered under this Code shall have willfully or repeatedly violated any of the provisions of this Article, the Electrical Official shall refer written charges against such offending registered electrical contractor to the Building Safety Code Board of Appeals. Upon the receipt of such written charges, the Building Safety Code Board of Appeals shall within fourteen (14) calendar days after majority vote of those present, determine whether or not such registered electrical contractor's license shall be suspended or revoked by the City. In no event may a suspension exceed six (6) months. The Electrical Inspector shall keep a suitable record of all registrations issued and a suitable record of all suspensions or revocations by the Board.

Section 90-13 Approval of the Supervising Electrician:

Before any permit to install or alter electrical work shall be issued to any person entitled to secure permits under this Section, such person shall appoint or employ a person, who may be himself/herself, or some other person, for the purpose of the electrical regulations of this Article, who shall be known as the supervising electrician.

1. The supervising electrician shall be employed on a full-time basis with the electrical contractor.

The supervising electrician shall be on-site or with-in 100 miles during all electrical installations.

The supervising electrician shall be available for any and all inspections if requested by the Electrical Official.

The supervising electrician shall have had at least four (4) years or eight thousand (8,000) hours experience in the installation, alteration, repair, and maintenance of electrical wires, equipment, and apparatus, or an experience equivalent thereto. Applicants shall furnish the names and addresses of former employers, periods of time employed, and in what capacity. Proof of such service shall be furnished in a manner satisfactory to the Electrical Official. Every applicant provided for in this Section shall be required to pass the National Standard Master Electrician Examination to be administered by the International Code Council. Said applicant shall pay any examination fees required by the International Code Council. Such fees are in addition to the registration fee required by the City of Urbana upon said applicant's successful completion of the examination process. Successful applicants shall be issued a certificate of registration without restrictions upon payment of the registration fees prescribed in Chapter 14 of the Urbana Code of Ordinances. Any person denied status as a supervising electrician by the Electrical Official may appeal the denial to the Building Safety Code Board of Appeals. The Board, following a hearing of evidence, shall confirm or reverse the Electrical Official's decision by a majority vote of those members present.

Re-examinations shall be administered by the International Code Council. Said applicant shall pay any examination fees required by the International Code Council. Applicants may re-examine at the earliest allowable time as established by the International Code Council.

The Electrical Official may limit the size, scope, and type of electrical work which the supervising electrician shall be authorized to perform. Applicants seeking to obtain a restricted/limited registration as described in this section shall be required to have had at least two years or 4000 hours experience in the installation, alteration, repair, and maintenance of electrical wires, equipment and apparatus, or an experience thereto. Applicants shall furnish names and addresses of former employers, periods of time employed, and in what capacity. Proof of such service shall be furnished in a manner satisfactory to the Electrical Official. Every applicant provided for in this section shall be required to pass the National Standard Residential Electrician Exam to be administered by the International Code Council. Said applicant shall pay any exam fees required by the International Code Council. Such fees are in addition to the registration fee required by the City of Urbana upon said applicant's successful completion of the examination process. Successful applicants shall be issued a certificate of registration with restrictions/limitations upon payment of the registration fees prescribed in Chapter 14 of the Urbana Code of Ordinances. Such restrictions/limitations shall be based upon the applicant's experience, technical education, and successful performance on the National Standard Residential Electrician Exam. Such limitations shall be recorded on the Certificate of Registration(s) and shall authorize said supervising electrician to perform electrical work as follows:

1. One- and Two-Family detached dwelling electrical work.
2. Sign installations and neon lighting.
3. Apartment buildings.
4. Air conditioning and heating installations limited to residential use.

The Electrical Official may limit the size, scope, and type of electrical work which the supervising electrician shall be authorized to perform. Applicants seeking to obtain a restricted/limited registration as described in this section shall be required to have had at least two years or 4000 hours experience in the installation, alteration, repair, and maintenance of electrical wires, equipment and apparatus, or an experience thereto. Applicants shall furnish names and addresses of former employers, periods of time employed, and in what capacity. Proof of such service shall be furnished in a manner satisfactory to the Electrical Official. Every applicant provided for in this section shall be required to pass the National Standard Maintenance Electrician Exam to be administered by the International Code Council. Said applicant shall pay any exam fees required by the International Code Council. Such fees are in addition to the

registration fee required by the City of Urbana upon said applicant's successful completion of the examination process. Successful applicants shall be issued a certificate of registration with restrictions/limitations upon payment of the registration fees prescribed in Chapter 14 of the Urbana Code of Ordinances. Such restrictions/limitations shall be based upon the applicant's experience, technical education, and successful performance on the National Standard Maintenance Electrician Exam. Such limitations shall be recorded on the Certificate of Registration(s) and shall authorize said supervising electrician to perform electrical work as follows:

1. Limited to facility where employed
2. Commercial/industrial electrical maintenance
3. Circuit installation not exceeding 60amp
4. Motor control wiring
5. HVAC installations not exceeding 60amp
6. Sign installations

Appeals of limitations shall be treated the same as an appeal of denial as described in Section 90-13(B) of this Code.

Section 90-14 Registration of Electronic Fire Protection Contractors:

A permit shall be required for the installation of electronic fire protection systems, low voltage or otherwise, including all fire alarm systems and electronic supervising components of fire suppression systems.

Contractors who install and/or maintain electronic fire protection systems shall be registered electrical contractors as prescribed in Section 90-12 or shall be registered as Electronic Fire Protection System Contractors.

The Electrical Official shall issue registrations as Electronic Fire Protection Systems Contractors (EFPSC) upon submittal of an application for registration along with proof of a valid State of Illinois license to perform such work. The application shall include the supervising electrician who shall, at a minimum, be approved for the installation of fire alarms.

Section 90-15 Fees:

Fees for permits, testing, licensing, and inspections shall be as prescribed in Chapter 14, (Licenses and Permits), of the Urbana Code of Ordinances.

Section 90-16 Inspections:

All work and equipment for which a permit is obtained under this Code shall be inspected and approved by the Electrical Official. Any portion of work intended to be concealed by any permanent portion of the building or by site work shall not be concealed until inspected and approved by the Official. When installation of any equipment is complete, a final inspection shall be made. Equipment regulated by this Code shall not be connected to the power supply and placed in normal operation until it complies with all applicable requirements of this Code, and a final inspection has been completed.

The Electrical Official may order the uncovering of any work which has been concealed and which may prevent reasonable inspection. The uncovering and subsequent repair work shall be performed at the owners of the buildings' expense and the Electrical Official shall not be held responsible for the failure of the permit holder to have the work inspected.

Inspection of Annual Permits

1. The Electrical Official shall make periodic inspections of sites where work is authorized by an annual permit.
2. The possessor of a valid annual electrical permit shall be responsible for maintaining a log of work and for assisting the Electrical Official in determining the work performed, within reasonable limits.

Concealment: No wiring shall be concealed prior to inspection and approval. It shall be the responsibility of the contractor to request inspections as required, also to arrange for entrance to a building, and provide for removal of covers, devices, etc., as is necessary for inspection.

Final Inspection: Upon completion of the electrical work and before final approval is given, the Electrical Official shall inspect the work and observe the final test to insure compliance with the requirements of this Code.

Right of Entry: In the discharge of duties, the Electrical Official or an authorized representative shall have the authority, subject to applicable law, to enter at any reasonable hour any building, structure, or premises in the city limits of Urbana, to enforce the provisions of this Code.

Section 90-17 Workmanship: All work shall be conducted, installed, and completed in a workmanlike and approved manner so as to secure the results intended by this Code.

Section 90-18 Electrical Power Supply: It shall be unlawful for any individual, partnership, corporation, group, or association to supply electricity to any electrical equipment if a permit is required for its installation unless such connection has been authorized by the Electrical Official. It shall be unlawful to make connections to equipment that has been disconnected or ordered disconnected by the Electrical Official.

Section 90-19 Emergency Disconnections: Any person owning or controlling electric wires or apparatus for the transmission of light, heat, or power shall in case of emergency, upon the request of any official of the Fire Department or the Electrical Official disconnect such wires or apparatus as may be designated by such Official.

Section 90-20 Correction/Abatement of Hazards: When any electrical work is found by the Electrical Official to be dangerous to persons or property because it is defective or improperly installed, the person responsible for the electrical system shall be notified by the Electrical Official in writing, and required to make the necessary correction within the time specified in such written notice, and if the person shall fail to make these required corrections, the Electrical Official shall have the power and authority to disconnect or order the discontinuance of electrical service to the electrical equipment or to the entire structure; provided, upon receipt of such written notice from the Electrical Official, the person named as responsible therein shall have the right to submit an appeal to the Building Safety Code Board of Appeals if submitted within three (3) calendar days from receipt of such written notice, provided however, that the Electrical Official shall have the authority to require immediate corrections or to order the disconnection of any electrical device or system which, in the Electrical Official's opinion, shall constitute a fire hazard or shall otherwise be unsafe to the occupants of the building.

Section 90-21 Stop Work Orders:

Notice to Stop Work: Upon notice from the Electrical Official that work on any building, structure, or premises is being conducted contrary to the provisions of this Code or in an unsafe or dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. It shall state the conditions under which electrical work may be resumed.

Unlawful Continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be a violation of this Code.

Section 90-22 Violations:

Unlawful Acts: It shall be unlawful for any person, firm, or corporation to erect, construct, alter, repair, remove, demolish, or operate electrical equipment regulated by this Code, or cause same to be done, in conflict with or in violation of any of the provisions of this Code.

Notice: The Electrical Official shall serve a notice of violation or order on the person responsible for the extension, repair, removal, demolition, or operation of electrical equipment or systems in violation of the provisions of this Code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Penalties: Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair electrical equipment or systems in violation of an approved plan or directive of the Electrical Official, or of a permit issued under the provisions of this Code, shall be subject to the penalties prescribed in Section 1-10 of the Urbana Code of Ordinances.

Service: Such notice shall be deemed to be properly served, where a copy therof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section 90-23 Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Article 120 entitled, "General Rules for Electrical Installations" is added and reads as follows:

Article 120 General Rules for Electrical Installations

Section 120-1 Application: The following rules shall apply to all electrical work and materials within the corporate limits of Urbana, Illinois, and shall apply specifically where other requirements in this Code conflict or are less stringent.

Section 120-2 Requirements for Rewiring Existing Residences:

For the purpose of this Section, installation of a new service to increase the ampacity shall constitute a service upgrade and require no other rewiring. A service upgrade shall be subject to the requirements of Section 120-B and120-2E. Changing out the same size panel (ampacity) does not constitute a service upgrade or rewire. Application for a permit for a service upgrade and rewire shall be subject to the requirements of Sections 120-2B, 120-2C, and 120-2-D.

The residence shall meet the requirements of the latest adopted edition of the Property Maintenance Code, except as amended in this section.

Service: The size and usage of appliances and equipment shall be used as the basis for determining the need for additional facilities in accordance with the latest adopted edition of this Electrical Code. The minimum allowable service capacity shall be 100 Ampere, minimum 20 circuit, three wire, 120/240 volt. Panel locations shall meet the requirements of the NEC.

> **EXCEPTION:** New panels may be located in the original panel location when located over readily moveable appliances or equipment with prior approval of the Electrical Official.

Electrical System Hazards: All unsafe conditions shall be disclosed to the owner by the electrical contractor and corrected prior to inspection. The following items are declared to be hazardous and it shall be unlawful to create, maintain or permit the same to exist.

1. Conductors or devices carrying electrical energy in excess of the approved rated capacity.
2. Electrical wiring of all types, not supported in an approved manner (existing wiring will be allowed to remain on the bottom of floor joists in basements if secured at appropriate intervals to eliminate sagging.)
3. Splices unenclosed in approved boxes other than knob and tube wiring inside walls and attics.
4. The absences of, or use of unapproved connectors for splices and termination into boxes or cabinets.
5. Exposed fuse blocks or cleat type lighting fixtures.
6. Defective wiring that is damaged or with deteriorated insulation.
7. Flexible cords, commonly known as lamp or extension cords, used as a substitute for fixed permanent wiring; where run through or behind walls, ceilings, baseboards, doorways, windows, and floors or where attached to building surfaces such as walls, ceilings, floors and baseboards.
8. The use of the grounded circuit conductor (neutral conductor) used for grounding, except where allowed by NEC 250-.142(B), for such listed appliances as stoves, ovens, cook-tops, and clothes dryers.
9. Broken porcelain luminaires or cord type luminaires with frayed or deteriorated insulation.
10. Boxes or conduits with excessive number of conductors.
11. Knob and tube wiring in areas other than inside walls or attics that are subject to physical damage (run exposed on walls, ceilings below 7 feet 6 inches, and below floor joists in basements).
12. Broken receptacles or switches and receptacles with inadequate tension.
13. Missing or broken cover plates.
14. Overloaded circuits and inadequate circuit distribution as determined by the Electrical Official. Any unsafe conditions other than those specifically noted.

Section 120.3 Additional Load on Existing Service:

It shall be the responsibility of the contractor or other authorized person adding additional circuits or equipment to existing services to determine beforehand if the service is of sufficient size and capacity to carry such additional load as determined by 2020 National Electrical Code, Article 220.83 and according to the rules established under other Sections of this Article, and if not, it shall be unlawful to make the addition until the service has been increased to required size.

New residential service capacity shall not be less than one hundred ampere, three wire, 120/240 volt for new residences and service upgrades.

Secs. 5-54 - 5-60. Reserved.

ARTICLE VII – PLUMBING CODE

Sec. 5-61. Adoption of the CURRENT Illinois Plumbing Code and the 2021 International Plumbing Code. The provisions of the CURRENT Illinois Plumbing Code and the International Plumbing Code are hereby adopted as the Plumbing Code of the City of Urbana, and apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances. And terms of the said Plumbing Code are hereby referred to, adopted and made a part hereof, with the additions, insertions, deletions, and changes prescribed in Section 5-63.

Sec. 5-62. Effect of State Law. The adoption of the 2021 International Plumbing Code herein pursuant to home rule powers is not intended to negate the Illinois Plumbing Code on the same subject except insofar as the article imposes a more stringent requirement or standard than the CURRENT Illinois Plumbing Code. However, the code that provides the greater protection to the public's safety, health, and property shall apply. And, where differences occur between the CURRENT Illinois Plumbing Code, the International Plumbing Code or any other code or standard referenced by this Code, the provisions of the CURRENT Illinois Plumbing Code shall take precedence.

Sec. 5-63. Additions, Modifications, Deletions, and Substitutions. The following administrative requirements for Plumbing work and permitting apply:

Section P-101.1 entitled, "Title," is amended to read as follows:

Section P-101.1 Title: These regulations along with the CURRENT Illinois Plumbing Code shall be known as the Plumbing Code of the City of Urbana. Any and all references in the Building Code or any other ordinances of the City of Urbana which reference a plumbing code shall reference these codes, hereinafter referred to as "this Code."

Section P-103.1 entitled, "General," is amended to read as follows:

Section P-103.1 General: The term "Code Official," as used in this Code, shall refer to the Plumbing/Mechanical Official.

Section P-106.6 entitled, "Fees," is amended and reads as follows:

Section P-106.6 Fees: The application for a plumbing permit shall be submitted along with the prescribed fees as published in Chapter 14, (licenses and fees) of the Urbana Code of Ordinances.

Section P-106.7 entitled, "Separate Permits Required," is added and reads as follows:

Section P-106.7 Separate Permits Required: A permit shall authorize plumbing work to be performed at only one address. Each structure, building, parcel, or address shall require a separate permit.

Section P-106.8 entitled, "Private Sanitary Disposal Permits," is added and reads as follows:

Section P-106.8 Private Sanitary Disposal Permits: A permit for a private sanitary disposal system shall not be issued by the City until proper approval and the required permits have been obtained as required by state law and Chapter 24 of the Urbana Code of Ordinances.

Section P-106.7 entitled, "Excavation Permit," is added and reads as follows:

Section P-106.7 Excavation Permit: A permit for work within the right-of-way and/or for the connection of any storm or sanitary sewer to a public system shall not be issued until approval from the City Engineer has been documented.

Section P-106.5.1entitled, "Permit Denial," is added and reads as follows:

Section P-106.5.1 Permit Denial: The Plumbing/Mechanical Official shall have the authority to deny issuance of a plumbing permit to any applicant who is delinquent with respect to permits and notices previously issued to applicant.

Section P-107.8 entitled, "Waste Retention and Disposal" is added and reads as follows:

Section P-107.8 Waste Retention and Disposal: The Plumbing/Mechanical Official shall have the authority, subject to applicable law, to inspect at any reasonable time, any waste separator, serving any structure, to ensure that proper waste retention and disposal operations are being maintained.

Section P-108.2.1 entitled, "Service of Notices" is added and reads as follows:

Section P-108.2.1 Service of Notices: Such notice shall be deemed to be properly served, where a copy thereof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section P-108.4 entitled, "Penalties," is amended and reads as follows:

Section P-108.4 Violation Penalties: Any person who violates any provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, install, or repair plumbing equipment or systems in violation of this Code shall be subject to the penalties as prescribed in Section 1-10 of the Urbana Code of Ordinances. Each day that a violation continues shall be deemed a separate offense.

Section P-108.5 entitled, "Stop Work Orders," is amended and reads as follows:

Section P-108.5 Stop Work Orders: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed in Section 1-10 of the Urbana Code of Ordinances.

Section P-109.1.1 entitled, "Building Safety Code Board of Appeals," is added and reads as follows:

Section P-109.1.1 Building Safety Code Board of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals as detailed in Article III of this adopting ordinance.

Sections P-109.2 through P-109.7 are deleted.

Section P-202 General Definition of “Plumbing/Mechanical Official**”** is added and reads as follows:

Plumbing/Mechanical Official: Wherever the terms "Code Official," "Administrative Authority," or "Plumbing Official" are used in this Article or in codes and standards referenced by this Article, they shall be held to mean the Plumbing/Mechanical Official of the Building Safety Division of the City of Urbana, Illinois, Community Development Services Department.

Section P-301.8 entitled, "Residential," is added and reads as follows:

Section P-301.8 Residential: One- and Two-Family homes for which a building permit for initial construction is issued after July 1, 1994, with levels below grade which are provided with plumbing fixtures or drains must have overhead discharge and no gravity discharge to the sewer system.

Section P-301.9 entitled, "Public Systems Available," is amended and reads as follows:

Section P-301.9 Public Systems Available: A public water supply or public sewer system shall be considered available to a building when the building is located within 100 feet of the public water main or sewer.

Secs. 5-64 - 5-70. Reserved.

ARTICLE IX – MECHANICAL CODE

Sec. 5-71. Adoption of the 2021 International Mechanical Code. The 2021 International Mechanical Code, as published by the International Code Council, is hereby adopted as the mechanical code of the City of Urbana, Illinois; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the said 2021 International Mechanical Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Article, with the additions, insertions, deletions, and changes prescribed in Section 5-73 of this Article.

Sec. 5-72. Effect of State Law. The adoption of the 2021 International Mechanical Code herein pursuant to home rule powers is not intended to negate any state statute on the same subject except insofar as this article imposes a more stringent requirement or standard than does the state statute.

Sec. 5-73. Additions, Deletions, Modifications, and Amendments. The following sections of the 2021 International Mechanical Code, are amended and/or changed as defined in this Article, as follows:

Section M-101.1 entitled, "Title," is amended to read as follows:

Section M-101.1 Title: This code shall be known as the Mechanical Code of the City of Urbana, Illinois, hereinafter referred to as the Mechanical Code, or "this Code".

Section M-103.1 entitled “General,” is amended to read as follows:

Section M-103.1 General: The term “Code Official” as used in this code, shall refer to the Plumbing/Mechanical Official. The Plumbing/Mechanical inspector of the Building Safety Division of the Department of Community Development Services of the City of Urbana shall be designated the Mechanical Official for the purposes of this Code.

Section M-106.3.4 entitled, "Separate Permits Required," is added and reads as follows:

Section M-106.3.4 Separate Permits Required: A permit shall authorize mechanical work to be performed at only one address. Each structure, building, parcel, or address shall require a separate permit.

Section M-106.4.5.1 entitled, "Permit Denial," is added and reads as follows:

Section M-106.4.5.1 Permit Denial: The Plumbing/Mechanical Official shall have the authority to deny issuance of a mechanical permit to any applicant who is delinquent with respect to permits and notices previously issued to applicant.

Section M-106.5.2 entitled, "Fee Schedule," is amended to read as follows:

Section M-106.5.2 Fee Schedule: The fees for all mechanical work shall be as prescribed in Chapter 14 in the Urbana Code of Ordinances.

Section M-106.5.3 entitled “Fee Refunds” is DELETED.

Section M-107.4 entitled "Approval," is DELETED.

Section M-108.2.1 entitled "Service of Notices," is added and reads as follows:

Section M-108.2.1 Service of Notices: Such notice shall be deemed to be properly served, where a copy thereof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section M-108.4 entitled, "Violation Penalties," is amended to read as follows:

Section M-108.4 Violation Penalties: Any person who violates any provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair mechanical equipment or systems in violation of this Code shall be subject to the penalties as prescribed in Section 1-10 of the Urbana Code of Ordinances. Each day that a violation continues shall be deemed as a separate offense.

Section M-108.5 entitled, "Stop Work Orders," is amended to read as follows:

Section M-108.5 Stop Work Order: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed in Section 1-10 of the Urbana Code of Ordinances.

Section M-109.1.2 entitled, "Building Safety Code Board of Appeals," is added and reads as follows:

Section M-109.1.2 Building Safety Code Board of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Sections M-109.2 entitled, "Membership of Board," through M-109.7 entitled, "Court Review," are deleted.

Section M-202 entitled, "Code Official," is added and reads as follows:

Section M-202 Code Official: Wherever the terms "Code Official," "Authority Having Jurisdiction," or "Administrative Authority," are used, (in this Code or in referenced codes and standards), they shall be held to mean the Plumbing/Mechanical Official of the Building Safety Division of the City of Urbana, Community Development Services Department.

Section M-301.6(1) entitled, "Fuel-Burning Equipment," is added and reads as follows:

Section M-301.6(1) Fuel-Burning Equipment: All fuel-burning heating equipment, both newly installed and existing, shall be equipped with an approved supervised pilot/ignition assembly (flame safeguard).

Section M-303.3(6) entitled, "Sleeping Rooms," is added and reads as follows:

Section M-303.3(6) Sleeping Rooms: Gas-fired or liquid fuel-fired equipment and appliances shall not be made accessible from sleeping rooms, bathrooms or any habitable rooms with doors normally kept closed unless otherwise approved by the Code Official.

Section M-304.13 entitled, "Equipment on Roofs," is added and reads as follows:

Section M-304.13 Equipment on Roofs and in attics: A roof or attic on which mechanical equipment is to be installed shall be capable of supporting the additional weight and dynamic action loads.

Section M-313 entitled, "Furnaces and Heaters," is added.

Section M-313 Furnaces and Heaters

Section M-313.1 entitled, "Heat Exchangers," is added and reads as follows:

Section M-313.1 Heat Exchangers: Forced air and gravity furnace heat exchangers shall not be repaired unless approved by the Code Official.

Section M-313.2 entitled, "Floor Furnaces," is added and reads as follows:

Section M-313.2 Floor Furnaces: The installation of floor furnaces is prohibited in all occupancies.

Section M-313.3 entitled, "Dwelling Heating," is added and reads as follows:

Section M-313.3 Dwelling Heating: Wall furnaces, through-the-wall heaters, and space heaters shall not be installed as a central heating system. Such equipment shall not serve as the primary source of heat in a dwelling unit unless otherwise approved by the Code Official.

Section M-313.4 entitled, "Direct Fired Heaters," is added and reads as follows:

Section M-313.4 Direct Fired Heaters: Direct gas-fired heaters may be installed only in occupancies of Use Group H, S, or F, unless otherwise approved by the Code Official.

Section M-403.1.1 entitled, "Negative Pressure," is added and reads as follows:

Section M-403.1.1 Negative Pressure: Ventilation and exhaust systems shall be designed and installed so that negative pressure from the ventilation system cannot adversely affect the flues, vents, chimneys, or combustion air supply for fuel-burning equipment.

Section M-403.2.3 entitled, "Return Air," is added and reads as follows:

Section M-403.2.3 Return Air: Air from any boiler/furnace room, bath/toilet room, kitchen, trash room, janitor closet, garage, storage room, dissimilar occupancy, different dwelling, or any room containing toxic, flammable, corrosive, radioactive, contaminants, offensive odors, or pathogenic materials shall not be recirculated.

Section M-603.5 entitled “Nonmetallic ducts” is amended to read as follows:

Section 603.5 Nonmetallic ducts: Nonmetallic ducts shall be construction with Class 0 or Class 1 duct material in accordance with UL 181. . The maximum air temperature within

nonmetallic ducts shall not exceed 250°F (121°C). Fibrous glass air ducts (duct board) are **not** permitted in any use group.

Section M-603.9 entitled “Joints, seams and connections” is amended to read as follows:

Section 603.9 Joints, seams and connections: All longitudinal and transverse joints, seams and connections in metallic and nonmetallic ducts shall be constructed as specified in SMACNA HVAC Duct Construction Standards – Metal and Flexible and . All joints, longitudinal and transverse seams and connections in ductwork shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric systems, liquid sealants or tapes. Closure systems used to seal ductwork listed and labeled in accordance with UL 181A shall be marked “181A-P” for pressure-sensitive tape, “181 A-M” for mastic or “181 A-H” for heat-sensitive tape. Closure systems used to seal flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked “181B-FX” for pressure-sensitive tape or “181B0M” for mastic. Duct connections to flanges of air distribution system equipment shall be sealed and mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked “181B-C.” Closure systems used to seal metal ductwork shall be installed in accordance with the manufacturer’s installation instructions. Unlisted duct tape is not permitted as a sealant on any metal ducts.

> **EXCEPTION:** Continuously welded and locking-type longitudinal joints and seams in ducts operating at static pressures less than 2 inches of water column (500 Pa) pressure classification shall not require additional closure systems.

Section M- 901.2.2(1) entitled, "Gas Log Lighters," is added and reads as follows:

Section M-902.2(1) Gas Log Lighters: Gas log lighters are PROHIBITED.

Section M-901.2.2(2) entitled, "Gas Logs," is added and reads as follows:

Section M- 901.2.2(2) Gas Logs: Gas logs shall be listed by a nationally recognized testing laboratory and shall be approved by the Code Official. When a gas log is installed in a fireplace, the fireplace damper shall be permanently removed.

Section M-917.1.1 entitled, "Commercial Equipment," is added and reads as follows:

Section M-917.1.1 Commercial Equipment: Commercial cooking equipment, (other than single-family dwelling), and other commercial/industrial gas-fired equipment shall be connected with approved, listed, commercial type, fuel gas hose connectors.

> **EXCEPTION:** Large equipment which cannot easily move or vibrate may be connected with rigid pipe.

Section M-917.1.2 entitled, "Coupler Valves," is added and reads as follows:

Section M-917.1.2 Coupler Valves: Gas-fired equipment which is easily or routinely moved, or is equipped with wheels or casters shall be equipped with an approved (quick-disconnect) coupler valve.

Secs. 5-74 - 5-80. Reserved.

ARTICLE IX – PROPERTY MAINTENANCE CODE

Sec. 5-81. Adoption of the 2021 International Property Maintenance Code. The 2021 International Property Maintenance Code, as published by the International Code Council, is hereby adopted as the Property Maintenance Code of the City of Urbana, Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the said 2021 International Property Maintenance Code are hereby referred to, adopted, and made a part hereof, with the additions, insertions, deletions, and changes prescribed in Section 5-83.

Sec. 5-82. Effect of State Law. The adoption of the 2021 International Property Maintenance Code herein, pursuant to home rule powers, is not intended to negate any state statute on the same subject except insofar as this article imposes a more stringent requirement or standard than does the state statute. The standards referenced in this Code and listed in Chapter 8-Referenced Standards of the 2021 International Property Maintenance Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between common provisions of this Code and any other code or standard referenced by this Code, the provisions which afford the greatest degree of life safety shall apply.

Sec. 5-83. Additions, Deletions, Modifications, and Amendments. The following sections and subsections of the ICC 2021 International Property Maintenance Code, are amended and/or revised as defined in this Article, as follows:

Section PM- 101.1 entitled "Title," is amended to read as follows:

PM- 101.1 Title: This Code (as amended) shall be known as the Property Maintenance Code of the City of Urbana, Illinois hereinafter referred to as the Property Maintenance Code, or "this Code".

Section PM-104.1 Fees is amended to read as follows:

PM-104.1 Fees Applicable: fees are prescribed in Chapter 14, (Licenses and Permits) of the Urbana Code of Ordinances.

Section PM-105.2.2 entitled "Nonconforming Conditions," is added and reads as follows:

PM-105.2.2 Nonconforming Conditions: If additional nonconforming conditions are encountered during the course of any approved alteration or repair which were not considered or known initially, the Code Official shall have the authority to require compliance with this code of such additional conditions. The determination of what is necessary to bring such conditions into compliance shall take into consideration the use of alternatives and/or equivalent approaches as provided for in this Code.

Section PM-107.1.1 entitled "Variations," is added and reads as follows:

PM-107.1.1 Variations: The Building Safety Board of Appeals as detailed in Article III shall have the power and shall be charged with the duty to hear and decide requests for specific variations in the application of any provisions of this Code and any provision for existing buildings in the Building Code in those instances involving existing residential buildings where there are practical difficulties in the way of carrying out the strict letter of the law, so that the

spirit and intent of the law shall be observed, public safety be secured, and substantial justice be done. Such variation shall be for limited periods of time and the Board's decision shall be filed with the City Clerk as a matter of public record. All variations granted by the Board will be filed with the County Recorder of Deeds as a lis pendens so as to put all new owners on notice.

Section 111.4.2 entitled "Method of Service," is amended to read as follows:

Section 111.4.2 Method of Service: Such notice shall be deemed properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy thereof is delivered to the owner personally.
2. A copy thereof is mailed to the owner by regular, first-class U.S. mail, postage prepaid.
3. A copy thereof is posted in a conspicuous place on the premises where the violation exists.

If the notice is served by mailing or posting, the service shall be deemed effective on the third day after mailing or posting. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

Section PM-107 entitled "Means of Appeals," is amended to read as follows:

Section PM-107 Means of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Section PM-108 entitled "Board of Appeals," is deleted.

Section PM-109.1 entitled "Unlawful Acts," is amended to read as follows:

PM-109.1 Unlawful Acts: It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, remove, demolish, use or occupy any structure or equipment regulated by this Code, or maintain a vacant structure without a valid Vacant Structure Certificate or cause the same to be done, contrary to, or in conflict with, or in violation of any of the provisions of this Code, or fail to obey a lawful order of the Code Official, or to remove a placard or notice posted under the provisions of this code.

Section PM-109.2.1 entitled "Deadlines for Compliance with Code Violations," is added to read as follows:

PM-109.2.1 Deadlines for Compliance with Code Violations: Correction of all Code Violations shall follow the time lines established by the Code Official according to the following factors:

I. Whether the violation poses a threat to the life, health, or safety of any occupant or visitor, in which case the violation must be corrected within 1 to 3 days of service of the notice, at the discretion of the Code Official. If the violation is not corrected within the established timeframe, occupancy of the unit may be disallowed.
    Examples of such violations include, but are not limited to,
        1. Defective, dangerous, or nonfunctioning plumbing, electrical, gas or other necessary utility
        2. No heat or a malfunctioning heating system
        3. Blocked or locked fire exits
        4. Serious structural problems or conditions which render a property uninhabitable or pose a safety or health risk

5. Unsanitary or unhealthy conditions of such a magnitude that they pose an imminent health threat to the occupants and/or nearby dwellings
6. Smoke detector lacking or inoperable.
7. Carbon monoxide detector(s) lacking or inoperable
8. Leaking roof that poses a safety or health risk

II. Whether the violation poses a livability issue for the occupants, in which case the violation shall be corrected within 1 to 5 days of notice, at the discretion of the Code Official.

Examples of such violations include, but are not limited to:

1. Faulty or inoperable security locks on exterior or egress windows or doors
2. Broken door frame(s), door(s) or window(s)
3. Lack of hot water
4. Inoperable water closet
5. Leaking pipes or plumbing fixtures
6. Inoperable oven/range or refrigerator
7. Burned out or inoperable lights in hallways, stairwells, entryways, parking areas or basements.
8. Torn or missing screens (in the summer and fall)
9. Broken or malfunctioning air conditioning (in hot weather)

III. Whether the violations involve routine maintenance in which case the violation must be corrected within 10 to 30 days of notice, at the discretion of the Code Official.

Examples of such violations include but are not limited to:

1. Dripping faucets
2. Cracked windows
3. Windows that do not open or close properly
4. Missing covers for electrical outlets or switches

Multiple timelines may be assigned pursuant to any one inspection, so that those items that require correction in a shorter period of time shall be corrected while the owner is allowed additional time to correct less urgent violations.

The Code Official may extend the above time lines for good cause shown. However, there is no legal entitlement to an extension of time for repairs; “time is of the essence” in the resolution of all Code violations and granting of extensions is entirely a matter of discretion for the Code Official.

If an owner or operator fails to comply with the deadlines set by the Code Official or his or her designee, the Code Official may issue a “Failure to Comply Ticket” according to the provisions of PM-106.4.1 et seq.

Section PM-109.4 entitled "Violation Penalties," is amended to read as follows:

PM-109.4 Violations: The Code Official, or his or her designee, may impose a penalty for failure to comply with any of the deadlines set forth in PM-106.2.1, Deadlines for Compliance with Code Violations. Such penalties shall be imposed by the issuance of a “Failure to Comply Ticket.”

Section PM-109.4.1 entitled "Failure to Comply Tickets," is added and reads as follows:

PM-109.4.1 Failure to Comply Tickets:

General. The Code Official, or his or her designee, may issue a Failure to Comply Ticket to any owner, operator or person that the Code Official determines has violated any of the deadlines for compliance set out in PM-106.2.1.

Method and Date of Service. A Failure to Comply Ticket may be served on a defendant according to the procedures set forth in PM-107.3 Method of Service.

Content. A Failure to Comply Ticket shall include the name of the person or entity charged, with the offense or offenses, the code sections violated, a description of the conditions or activities constituting the violation, and instructions on the method of settling the ticket.

Settlement of Ticket. A person issued a Failure to Comply Ticket may settle the claim for a first offense by paying the assessed fine in accordance with the following schedule:

A. Violations that are a **Life Safety** issues:

Deadline for compliance: 1-3 days		
1st missed deadline:	Minimum fine paid within 7 days: $600.00	If paid after 7 days: $700.00
2nd missed deadline:	Minimum fine: $750.00 PLUS up to $750.00 per day until corrected	

B. Violations that pose **Livability** issues:

Deadline for compliance: 1-5 days		
1st missed deadline:	Minimum fine paid within 7 days: $450.00	If paid after 7 days: $600.00
2nd missed deadline:	Minimum fine: $750.00 PLUS up to $750.00 per day until corrected	

C. Violations involving **Routine Maintenance** issues:

Deadline for compliance: 10-30 days		
1st missed deadline:	Minimum fine paid within 7 days: $300.00	If paid after 7 days: $450.00
2nd missed deadline:	Minimum fine: $500.00 PLUS up to $750.00 per day until corrected	

Payment of a ticket constitutes an admission of guilt.

PM-109.4.2. Administrative Appeal of a Failure to Comply Ticket:

General. A defendant may contest the penalty imposed by a Failure to Comply Ticket by submitting a Notice of Appeal to the Building Official within seven (7) days of the service of a Failure to Comply Ticket as set forth in PM-107.3. The Notice of Appeal may be hand delivered or mailed, but the notice must be received within seven (7) days of service. The appeal shall be heard by an impartial hearing officer appointed by the City Administrator to hear such appeals. The hearing officer may not be a current City employee or official.

Hearing Procedures. Upon receipt of a Notice of Appeal, the hearing officer shall set a hearing on the defendant's appeal and issue written notice to the defendant not less than seven (7) days prior to the hearing. The hearing officer may admit into evidence all relevant evidence, including inspection reports, notices, correspondence, and affidavits as well as the personal testimony of witnesses. The hearing officer shall determine, based upon a preponderance of the evidence, whether the penalty imposed by the Failure to Comply Ticket, should stand. The hearing officer's findings shall be set forth in a written decision which shall be copied to all parties.

Determinations. If the defendant appears at the hearing and a determination is made by the hearing officer that the penalty should be voided, no payment is necessary and the hearing officer's decision shall constitute a final determination of no liability. Such a determination means that the ticket shall not count as a precedent for calculating penalties in any future Failure to Comply Ticket proceeding.

If the defendant appears at the hearing and a determination is made by the hearing officer that the ticket should be upheld, payment of the penalty shall become immediately due. If payment is not made within ten (10) days of the hearing officer's determination, then the ticket may be referred to the City's Legal Department for further action.

If the defendant does not appear at the hearing, the hearing officer may uphold the penalty by declaring a default, without further need to hear evidence. However, the hearing officer may, at their discretion, grant a continuance of the hearing for good cause shown. In the event of a default by the defendant, a penalty in the amount due after seven (7) days of the issuance of a ticket pursuant to PM-106.4.1 shall become immediately due and payable.

PM 109.4.3 Prosecution of Violations:

Circuit Court Proceedings. If a defendant fails to correct a violation of this Code within the timeline set by the Code Official, the City may file a complaint in the circuit court seeking an order to remedy any and all violations. The complaint may seek injunctive relief, orders to repair conditions, orders to vacate, fines, or other remedies as deemed appropriate. If a defendant fails to settle a Failure to Comply Ticket issued by the Code Official pursuant to the provisions of PM-106.4.1 and PM-106.4.2, the City may file a complaint in the circuit court for fines, Code compliance, or both. Such a proceeding shall be handled as a de novo complaint, with the City having the burden to prove its allegations by a preponderance of the evidence.

Penalties. In seeking penalties, the City shall not be limited by the penalty schedule set forth in PM 106.4.1 in determining appropriate fines to seek in a court proceeding. In determining the appropriate fines to seek, the City Attorney shall consider such factors as the defendant's record of Code violations, the number of repeat offenses, the severity of the violations, and the defendant's level of cooperation with the City in determining what fine is appropriate to seek. Upon conviction, the defendant shall be subject to a fine between Two Hundred Dollars ($200) and Seven Hundred Fifty Dollars ($750). For each violation, every day of noncompliance shall constitute a separate violation.

Section PM-111.2.2 entitled "Registration of Vacant Structures," is added to read as follows:

PM-111.2.2 Registration of Vacant Structures: Whenever any building in the city becomes a public nuisance as defined within this Code; or is a blighting influence; or hereafter becomes abandoned, vacant or unoccupied and cited for violation of city ordinance or property maintenance codes within the past six months; or where any of the doors, windows, or other openings into such a building are boarded up or otherwise secured by any means other than conventional methods used in the design of the building, the owner thereof shall within 30 days of notification by the Code Official, register such building as a vacant structure. Notification shall be by letter sent by first class postage prepaid to the person who last paid the general real estate taxes on the property. Such registration shall be valid for a period of six months. The required fee for registration is set forth in Chapter 14 of the Urbana Code of Ordinances. The registration of the vacant structure shall not preclude action by the City to pursue demolition of the structure under the provisions of this code.

The building shall be posted with a "NO TRESPASSING" sign and 24-hour contact information, including phone number, for the owner or owner's local property management company. The

posting shall be no less than 18” x 24” and shall be of a font that is legible from a distance of forty-five feet and shall contain, in addition to the name and 24-hour contact number, the words: “THIS PROPERTY IS MANAGED BY…” and “TO REPORT PROBLEMS OR CONCERNS CALL…”. This posting shall be placed to the front of the property in order to be visible from the street fronting the property as follows: a) Placed on the interior of a window facing the street, or b) secured to the exterior of the building/structure facing the street, or if no such area exists, c) on a stake of sufficient size to support the posting in a location that is visible from the street but not readily accessible to vandals. Exterior postings must be constructed of and printed with weather resistant materials. The owner or owner’s agent shall make monthly inspections to ensure appropriate maintenance and security and shall provide evidence of such inspections to the City upon request.

Exterior property maintenance standards will be strictly enforced for all vacant structures on the registry.

Section PM-108.2.3 entitled "Vacant Structure Plan," is added to read as follows:

PM-111.2.3 Vacant Structure Plan: At the time a structure is initially registered as required under PM- 108.2.2 a written vacant structure plan shall be submitted by the owner or agent to the Code Official. The plan shall provide a proposed date for demolition or detail what will be done to reoccupy and bring the building into compliance with all applicable codes, including building, health, fire, and safety laws, rules, and regulations within a specific time frame that is acceptable to the Code Official.

If demolition is not proposed, the plan shall include information regarding potential reuse and/or marketing of the structure, so as to ensure a good faith effort toward re-occupancy of the building. The plan shall also include provisions to correct all exterior code violations and interior and exterior safety issues. The services of a structural engineer may be required by the Code Official to certify the safety of the structure. The plan shall include provisions for securing the structure and continued security and prevention of trespass. If the mechanical systems of the structure are not to be maintained in an operational condition, winterization of systems must be completed and utilities properly terminated to the satisfaction of the Code Official.

Other than for emergency conditions that must be repaired immediately, the work provided in the plan shall be completed within six months of the date that the building is first registered under this Article. The Building Official may extend the period of compliance for an additional six months up to a period of two years from the date that the building was originally registered. This extension shall be granted only in instances where the owner has demonstrated a good faith effort to comply with the submitted plan.

The original vacant structures plan and time frame shall remain in effect despite a change of ownership. If there is a change of ownership, then a new registration statement shall be properly made within ten days from the date of said change indicating the names and/or addresses of the new owner(s). The new registration statement shall be made in the same manner and form as herein prescribed.

Section PM-111.2.4 entitled "Inspection of Vacant Structures," is added and reads as follows:

PM-111.2.4 Inspection of Vacant Structures: Upon registration of any building pursuant to Section PM-108.2.2, or when any such vacant building comes to the attention of the Code Official, they shall cause inspections to be made of the premises to determine the condition of such building and premises and whether there exists any fire, safety, or health hazards or violations on the premises. A registered vacant structure shall be inspected for code compliance prior to re-occupancy and clearance of the vacant structure plan.

Section PM-111.2.5 entitled "Standards for Closure," is added to read as follows:

PM- 111.2.5 Standards for Closure: Any structure required to be closed shall have all unsecured windows and doors sufficiently covered with a minimum of 1/2 inch exterior grade plywood or equivalent material, cut to fit over the opening, and firmly attached with screws to a one inch minimum depth spaced at the maximum of 12 inches apart. The plywood or equivalent material shall be suitably coated with an appropriate neutral color blending with or harmonizing with the exterior colors of the structure as inconspicuously as possible.

Section PM-110.3 entitled "Failure to Comply," is amended to read as follows:

PM-113.3 Failure to Comply: Whenever the owner of a property fails to comply with a demolition order within the time prescribed, the Code Official shall seek a court order requiring the owner to demolish the said structure and upon failure to do so within a specified time, authorizing the Code Official to cause the structure or part thereof to be razed and removed. The costs incurred shall be reimbursed as specified by State Statute.

Section PM-202 entitled "General Definitions," is amended as follows:

PM-202 General Definitions

One-family dwelling: A building containing one dwelling unit with not more than four unrelated persons.

Public Nuisance:

1. The physical condition, or use of any premises regarded as a public nuisance at common law;
2. Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
3. Any premises which has unsanitary sewerage or plumbing facilities; or
4. Any premises designated as unsafe for human habitation or use; or
5. Any premises which is manifestly capable of being a fire hazard, or are manifestly unsafe or unsecure as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating and/or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
7. Any premises which is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds, or;
8. Any structure or building that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the premises.

Rooming house: A building where group sleeping accommodations are provided for persons in one room, or a series of closely associated rooms, with an occupancy capacity of not more than 15 people, but more than four unrelated people on a regular basis, for compensation and by pre-arrangement for a specified period of time, under single management. Cooking facilities are to be common.

Section PM-302.3.1 entitled “Snow Removal” is added and reads as follows:

Section PM-302.3.1 Snow Removal: For buildings containing four or more dwelling units: the owner and/or property manager shall have all sidewalks, walkways, stairs and parking areas between public sidewalks, parking lots, or driveways and entrances to the dwelling units shall be cleared of freezing rain or ice, or snow when an accumulation of two inches or more has occurred in a 24 hour period.

Section PM-302.4 entitled "Weeds," is amended and reads as follows:

PM-302.4 Weeds: Premises and exterior property shall be maintained in accordance with the requirements of Chapter 11 of the Urbana Municipal Code as listed in Chapter 8-Referenced Standards.

Section PM-302.10 entitled "Storage Areas," is added and reads as follows:

PM-302.10 Storage Areas: All approved open salvage yards and open storage areas shall be completely obscured from surrounding property by a solid screen not less than six feet in height. Storage of debris, junk, or construction materials, which are not associated with an approved use, permitted by the Urbana Zoning Ordinance, or approved construction at that site, shall be prohibited.

Section PM-302.11 entitled "Loading Areas," is added and reads as follows:

PM-302.11 Loading Areas: All loading areas, automobile service stations, and drive-in food establishments shall be paved with bituminous, concrete, or equivalent surfacing and shall be free from dirt and other litter and kept in good repair. When lighted for nighttime use, lights shall not be permitted to cast directly upon dwellings nearby.

Section PM-302.12 entitled "Storage of Firewood, etc.," is added and reads as follows:

PM-302.12 Storage of Firewood, etc.: Building materials, lumber, firewood boxes, cartons, or other containers, machinery, scrap metal, junk, raw material, fabricated goods and other items shall not be stored in such a manner as to become infested with rodents. Stored items must be elevated at least 12 inches off the ground. Firewood, in piles exceeding 20 cubic feet, must be located at least 10 feet from buildings used for human habitation, and may be piled no more than six feet high, from the point of elevation above grade.

Section PM-304.10 entitled "Stairways, Decks, Porches, and Balconies," is amended to read as follows:

PM-304.10 Stairways, Decks, Porches, and Balconies: Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair. The treads and risers of every flight of stairs shall be uniform in width and height. Every stair, porch, and fire escape shall be maintained free of hazardous conditions such as snow, ice, mud, and other debris.

Section PM-304.15 entitled "Doors," is amended to read as follows:

PM-304.15 Doors: Every hinged exterior door or dwelling unit entrance door shall be made of metal or solid core wood construction, one and three-eighths inch minimum thickness and shall

be equipped with an approved single-cylinder deadbolt locking hardware. Where observation is not otherwise provided, a peep sight shall be installed in all entrance door(s) to each dwelling unit. Patio type doors shall have locking hardware sufficient to prevent disengagement of the active panel. All door hardware shall be maintained in good condition.

Section PM-304.20 entitled “Parking Area Illumination,” is added and reads as follows:

PM-304.20 Parking Area Illumination: Parking area lighting fixtures shall be maintained in good condition and in compliance with Zoning Ordinance listed in Chapter 8-Referenced Standards.

Section PM-305.3.4 entitled "Continual Flooding Incidents," is added and reads as follows:

PM-305.1.2 Continual Flooding Incidents: Continued or repeated incidents of building flooding as determined from the official records as provided in Section PM-105.6 of this Code will require the unit to be vacated without recourse under the provisions of Section PM-108.1 of this Code.

Section PM-305.3.5 entitled "Supplied Fixtures and Equipment," is added and reads as follows:

PM-305.1.3 Supplied Fixtures and Equipment: The owner or occupant of a structure or part thereof shall keep the supplied equipment and fixtures therein clean and sanitary, and shall be responsible for the exercise of reasonable care in their proper use and operation. The owner shall maintain the equipment and fixtures in a good and proper operating condition.

Section PM-305.1.4 entitled "Furnished by the Occupant," is added and reads as follows:

PM-305.1.4 Furnished by the Occupant: The equipment and fixtures furnished by the occupant of a structure shall be properly installed, and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks, or obstructions.

Section PM-309.2 entitled "Owner," is amended and reads as follows:

PM-309.2 Owner: The owner of any structure shall be responsible for the continued vermin-free condition of the structure.

Section PM-309.3 entitled "Single Occupant," is amended and reads as follows:

PM-309.3 Single Occupant: The owner of a structure containing a single dwelling unit or of a single nonresidential structure shall be responsible for extermination on the premises except when infestation is caused by failure of an occupant to prevent such infestation.

Section PM-309.4 entitled "Multiple Occupancy," is amended and reads as follows:

PM-309.4 Multiple Occupancy: The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house, or a nonresidential structure shall be responsible for extermination in all areas of the structure and exterior property. When infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for the cost of extermination.

Section PM-309.5 entitled "Occupant," is amended and reads as follows:

PM-309.5 Occupant: Continued or repeated incidents of rat infestation determined from the official records as provided in Section PM-105.6 of this Code shall require the installation of rat and vermin proof walls. The rat and vermin proof walls shall be installed in accordance with the Building Code listed in Chapter 8-Referenced Standards.

Section PM-502.3 entitled "Hotels," is amended to read as follows:

PM-502.3 Hotels and Dormitories: Where private water closets, lavatories, and baths are not provided, one water closet, one lavatory and one bathtub or shower accessible from a public hallway shall be provided for each ten occupants.

Section PM-503.1 entitled "Privacy," is amended to read as follows:

PM-503.1 Privacy: Toilet rooms and bathrooms shall provide privacy and shall not be used as the only passageway to a hall or other space, or to the exterior. A toilet room or bathroom in a dwelling unit shall be accessible from any sleeping room without passing through another sleeping room.

Section PM-503.1.1 entitled "Partitions," is added and reads as follows:

PM-503.1.1 Partitions: Every nonresidential structure that requires or supplies a water closet shall provide within the toilet room partitions, enclosures, or compartments for privacy and shall comply with fixture clearance requirements of the Plumbing Code listed in Chapter 8-Referenced Standards for such installations.

Section PM-602.2 entitled "Residential Occupancies," is amended and reads as follows:

PM-602.2 Residential Occupancies: Every dwelling shall be provided with heating facilities capable of maintaining a room temperature of 65 degrees Fahrenheit (18 degrees Celsius) at a level of three feet (914 mm) above the floor and at a distance of three feet (914 mm) from the exterior walls in all habitable rooms, bathrooms, and toilet rooms based on the outside design temperature required for the locality by the Mechanical Code listed in Chapter 8-Referenced Standards.

PM-602.3 entitled “Heat Supply” is amended and reads as follows:

PM-602.3 Heat Supply: Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guest room on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from September 15 to May 15 to maintain a room temperature of not less than 65 degrees Fahrenheit, (18 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms at all times. The temperature shall be measured at a point three feet (914 mm) above the floor and three feet (914 mm) from the exterior walls. When the outdoor temperature is below the outdoor design temperature required for the locality by the Mechanical Code listed in Chapter 8, the owner or operator shall not be required to maintain the minimum room temperatures, provided the heating system is operating at full capacity, with supply valves and dampers in a full open position.

Section PM-602.4 entitled "Occupiable Work Space," is amended to read as follows:

PM-602.4 Occupiable Work Space: Every enclosed occupied work space shall be supplied with sufficient heat during the period from September 15 to May 15 to maintain a temperature of not less than 65 degrees Fahrenheit, (18 degrees Celsius) during all working hours

EXCEPTIONS:

1. Processing, storage, and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section PM-603.1.1 entitled "Fuel Burning Appliances," is added and reads as follows

PM-603.1.1 Fuel Burning Appliances: No fuel burning appliances or equipment shall be located in sleeping rooms, bathrooms, clothes closets, or in closets or confined spaces opening into bathrooms or bedrooms.

Section PM-603.7 entitled "Boiler Inspection," is added and reads as follows:

PM-603.7 Boiler Inspection: Boiler(s) and pressure vessel(s) serving more than six (6) units or over 200,000 BTU shall be inspected in accordance with the requirements of the State of Illinois Office of the State Fire Marshal Division of Boiler and Pressure Vessel Safety. A current copy of the inspection certificate shall be posted in the boiler room.

Section PM-603.8 entitled "Fireplaces," is added to read as follows:

PM-603.8 Fireplaces: Fireplaces and solid burning appliances shall be stable and structurally safe, and connected to an approved chimney or flue. Wood burning appliances shall be installed and maintained in accordance with the manufacturer's specifications and the Mechanical Code listed in Chapter 8-Referenced Standards.

Section PM-605.1 entitled "Installation," is amended to read as follows:

PM-605.1 Installation: All electrical equipment, wiring, and appliances shall be properly installed and maintained in a safe and approved manner. Overcurrent devices shall be sized according to the ampacity of the distribution wire. All plug type fuses shall be type "S" non-tamperable. All switches, receptacles, and junction boxes shall have approved cover plates, be securely mounted, and all electrical receptacles shall have adequate tension.

Section PM-605.1.1 entitled "Outlet Extensions," is added and reads as follows:

PM-605.1.1 Outlet Extensions: The use of extension cords and outlet multipliers is prohibited except for temporary extensions sized appropriately for the use.

Section PM-605.2 entitled "Receptacles," is amended to read as follows:

PM-605.2 Receptacles: Every habitable space or dwelling shall contain at least two separate and remote duplex receptacle outlets. Habitable spaces and dwelling units of 120 square feet in area shall have at least three separate and remote duplex outlets. Every laundry area shall contain at least one grounded type receptacle. Every bathroom shall contain at least one wall mounted ground fault circuit interrupter, (GFCI) protected receptacle. All electrical receptacles within six feet of a sink and exterior receptacles shall be GFCI protected.

Section PM-605.3 entitled "Luminaires," is amended to read as follows:

PM-605.3 Luminaires: Every outdoor entrance, interior hallway, stairway, kitchen, water closet compartment, bathroom, laundry room, mechanical room, and other spaces used for

storage or containing equipment requiring servicing shall be illuminated by at least one approved electric lighting fixture.

Section PM-702.5 entitled "Fire Escape Stairs," is added and reads as follows:

PM-702.5 Fire Escape Stairs: Fire escape stairs may be used as an element of the required means of egress, subject to the requirements and limitations of Section 3404 of the Building Code and Table PM-702.5. Fire escape stairs shall be exposed to the smallest number of door and window openings possible.

TABLE PM-702.5

Minimum Fire Escape Dimensions	
Minimum Widths	18 inches (45.7 cm) clear between rails
Minimum Horizontal	18 inches (45.7 cm)
Dimension any Landing or Platform	clear
Maximum Riser Height	12 inches (30.5 cm)
Minimum Tread, Exclusive of Nosing	8 inches
Minimum Nosing or Projection Construction	No requirement
Construction	Compliance with the Existing Building Code
Winders	Permitted subject to capacity penalty
Risers	No requirement
Spiral	Permitted subject to capacity penalty
Maximum Height Between Landing	12 feet (3.7 m)
Headroom, Minimum	6 feet, 8 inches (203 cm)
Handrail Height	42 inches (107 cm)
Access to Escape	Windows
Level of Access Opening	Same
Discharge to Ground	Swinging stair or ladder if approved by authority having jurisdiction
Capacity, Number of Persons	10; if winders or ladder from bottom balcony, 5; if both, 1

Section PM-702.8.1 entitled "Access," is added and reads as follows:

PM-702.8.1 Access: Access to a fire escape stair shall be directly to a balcony, landing, or platform. These shall be no higher than the floor or window sill level and no lower than eight inches below the floor level nor 18 inches below the window sill.

Section PM-704.1.2.1 entitled "Fire Alarm System," is added and reads as follows:

PM-704.1.2.1 Fire Alarm System: All buildings shall be equipped with a fire alarm system as required by the International Fire Code listed in Chapter 8-Referenced Standards. Previously approved manual fire alarm systems shall be monitored by December 31, 2027.

Section PM-704.1.4 entitled "Fire Extinguishers," is added and reads as follows:

PM-704.1.4 Fire Extinguishers: Portable fire extinguishers shall be installed and maintained in all occupancies other than one- and two-family dwellings in accordance with the International Fire Code listed in Chapter 8-Referenced Standards. All residential occupancies shall have a

minimum 2A10BC extinguisher per floor level accessible to all occupants of that floor and not greater than a travel distance of 75 feet, except that multiple family dwellings may have a minimum of one 1A10BC extinguisher located in each dwelling unit. All fire extinguishers shall be maintained in accordance with NFPA 10.

Secs. 5-81 - 5-90. Reserved.

ARTICLE X – RESERVED

Secs. 5-91 - 5-200. Reserved.

ARTICLE XI – FLOOD HAZARD AREAS

Section 5-201. Purpose.

This Article is enacted pursuant to the police powers granted to the City by the Illinois Municipal Code (65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8 and 5/11-31-2). The purpose of this Article is to maintain this City's eligibility in the National Flood Insurance Program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This Article is adopted in order to accomplish the following purposes:

A. To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;

B. To prevent unwise developments from increasing flood or drainage hazards to others;

C. To protect new buildings and major improvements to buildings from flood damage;

D. To promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;

E. To maintain property values and a stable tax base by minimizing the potential for creating blight areas;

F. To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;

G. To fulfill the requirements of the National Flood Insurance Program so that federally subsidized flood insurance may be available, and

H. To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits, and enhance community and economic development.

Section 5-202. Definitions.

Unless specifically defined below, all words used in this article shall have their common meanings. The word "shall" means the action is mandatory.

For the purposes of this article, the following definitions are adopted:

Accessory Structure A non-habitable building, used only for parking of vehicles or storage, that is on the same parcel of property as the principal building and which is incidental to the use of the principal building.

Agricultural Structure A walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Base Flood The flood having a one percent (1%) probability of being equaled or exceeded in any given year. The base flood is often referred to as the 100-year flood. The base flood elevation at any location is as defined in Section 5-203 of this article.

Base Flood Elevation (BFE) The height in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified, or as may be amended from time to time) of the crest of the base flood.

Basement Any portion of the building, including any sunken room or sunken portion of a room, which is at least one-half below grade and having its floor below ground level (subgrade) on all sides.

Building A walled and roofed structure, including gas or liquid storage tank, that is principally above ground including manufactured homes and prefabricated buildings. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days per year.

City Engineer The person who holds the position of City Engineer for the City of Urbana or the employees of the City Engineering Division to whom the City Engineer report and are designated to perform the duties thereto.

Conditional Letter of Map Revision (CLOMR) A letter providing FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing Floodway, the effective BFEs, or the SFHA.

Critical Facility Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Dam All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts, or impoundment Structures. Underground water storage tanks are not included.

Development Any man-made change to real estate including, but not necessarily limited to:

1. demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
2. substantial improvement of an existing building;
3. installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than one hundred eighty (180) days per year;
4. installation of utilities, construction of roads, bridges, culverts or similar projects;
5. redevelopment of a site, clearing of land as an adjunct of construction
6. construction or erection of levees, dams, walls, or fences;
7. drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
8. storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include resurfacing of pavement when there is no increase in elevation; construction of farm fencing; or gardening, plowing, and similar practices that do not involve filing, grading, or construction of levees.

Development Permit Written approval of compliance with this article from the City Engineer granted along with one or more City permits applicable to the development. See Section 5-205 for more details on permitting of work within the floodplain.

Elevation Certificate A form published by FEMA that is used to certify the elevation to which a Building has been constructed.

Extraterritorial Jurisdiction The unincorporated territory lying within one and one-half (1½) miles of the Corporate Limits of the City where the City has development authority, excluding the areas located within the development jurisdiction of another municipality.

FEMA Federal Emergency Management Agency and its regulations at 44 CFR 59-79, as amended.

Flood A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source. Flood also includes the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.

Flood Fringe That portion of the floodplain outside of the regulatory floodway.

Flood Insurance Rate Map (FIRM) A map prepared by the FEMA that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show BFEs.

Flood Insurance Study An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain and Special Flood Hazard Area (SFHA) These two terms are synonymous. Those lands within the jurisdiction of the City, including the extraterritorial jurisdiction of the City or that may be annexed into the City, which are subject to inundation by the base flood. The floodplains of the City are generally identified as such on panel numbers17019C0313D, 17019C0314D, 17019C0318D, 17019C0325D, 17019C0426D, 17019C0427D, 17019C0429D, 17019C0431D, and 17019C0450D of the countywide FIRM of Champaign County prepared by the FEMA and effective October 2, 2013, as amended. Floodplain also includes those areas of known flooding as identified by the City Engineer.

Floodproofing Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

Floodproofing Certificate A form published by the FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

Flood Protection Elevation (FPE) The elevation of the base flood plus one foot of freeboard at any given location in the floodplain.

Floodway That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of Boneyard Creek, McCullough Creek, and Saline Branch shall be as delineated on the countywide FIRM of Champaign County prepared by FEMA and effective October 2, 2013, as amended. The floodways for each of the remaining floodplains of the City shall be according to the best data available from the FEMA, State, or other sources.

Freeboard An increment of elevation added to the BFE to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

Historic Structure Any structure that is:

1. Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
3. Individually listed on the state inventory of historic places by the IDNR/HPD.
4. Individually listed as a Local Landmark on a local inventory of historic places that has been certified by the IDNR/HPD.
5. Listed as a Contributing Property to a Local Historic District on a local inventory of historic places that has been certified by the IDNR/HPD.

IDNR/HPD Illinois Department of Natural Resources/Historic Preservation Division

IDNR/OWR Illinois Department of Natural Resources/Office of Water Resources.

IDNR /OWR Jurisdictional Stream IDNR/OWR has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Construction on these streams requires a permit from the IDNR/OWR. (Ill Admin. Code tit. 17, pt. 3700.30). The IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in Section 5-206 of this article.

Letter of Map Amendment (LOMA) Official determination by FEMA that a specific building, defined area of land, or a parcel of land, where there has not been any alteration of the topography since the date of the first NFIP map showing the property within the floodplain, was inadvertently included within the floodplain and that the building, defined area of land, or a parcel of land is removed from the floodplain.

Letter of Map Revision (LOMR) Letter that revises BFEs, floodplains or floodways as shown on an effective FIRM.

LOMR-F Letter of Map Revision Based on Fill

Lowest Floor The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or

storage in an area other than a basement area is not considered a building's lowest floor. Provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 5-207 of this article.

Manufactured Home A building, transportable in one or more sections that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. For the purpose of this article, mobile homes are included as a type of Manufactured Home.

Manufactured Home Park or Subdivision A parcel (or contiguous parcels) of land divided into two or more lots for rent or sale.

Manufactured Home Park or Subdivision, Existing A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Manufactured Home Park or Subdivision, Expansion to an Existing The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Manufactured Home Park or Subdivision, New A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the City.

New Construction Structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by the City and includes any subsequent improvements of such structures.

NFIP National Flood Insurance Program.

NAVD 88 North American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).

Recreational Vehicle A vehicle without permanent foundation which is four hundred (400) square feet or less in size, when measured at the largest horizontal projection, and can be towed, hauled, or driven and is primarily designed as a temporary living accommodation for recreational, camping, and travel use. Recreational vehicles include but are not limited to travel trailers, truck campers, camping trailers and self-propelled motor homes.

Repetitive Loss Flood related damages sustained by a structure on two or more separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

SFHA See definition of floodplain.

Start of Construction Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, is within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

Structure (see "Building") Any building, or any man-made change to the land constructed on or below the ground including any addition to a building; gas or liquid storage tanks; installing utilities, construction of roads or similar projects; construction or erection of levees, walls, fences, bridges or culverts.

Substantial Damage Damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss" (see definition).

Substantial Improvement Any reconstruction, rehabilitation, addition or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started, or increases the floor area by more than twenty percent (20%).

"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

The term does not include:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
2. Any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

Section 5-203. Base Flood Elevation.

This article's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party shall finance the detailed engineering study needed to replace the existing data with better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site.

A. The BFE for the floodplains of Boneyard Creek, McCullough Creek, and Saline Branch shall be as delineated on the base flood profiles in the countywide Flood Insurance Study of Champaign County prepared by the FEMA and effective October 2, 2013, as amended.

B. The BFE for each floodplain delineated as an “AH Zone” or AO Zone” shall be that elevation (or depth) delineated on the countywide FIRM of Champaign County.

C. The BFE for each of the remaining floodplains delineated as an “A Zone” on the countywide FIRM of Champaign County shall be according to the best data available from federal, state, or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine BFEs.

D. The BFE for the floodplains of those parts of unincorporated Champaign County that are within the extraterritorial jurisdiction of the City, or that may be annexed into the City, shall be as delineated on the base flood profiles in the Flood Insurance Study of Champaign County prepared by the FEMA and effective October 2, 2013, as amended.

Section 5-204. Duties of the City Engineer.

The City Engineer shall be responsible for the general administration of this article and ensure that all development activities within the floodplains under the jurisdiction of the City meet the requirements of this article. Specifically, the City Engineer shall:

A. Check all new development sites to determine if they are in the floodplain using the criteria listed in Section 5-203, Base Flood Elevation or for critical facilities, using the 0.2% annual chance flood elevation, if defined.

B. Process development permits and any permit extensions in accordance with Section 5-205.

C. Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of Section 5-206.

D. Ensure that the building protection requirements for all buildings subject to Section 5-207 are met and maintain a record of the “as-built” elevation of the lowest floor (including basement), elevation certificate, or floodproofing certificate.

E. Review Elevation Certificates for accuracy and require incomplete or deficient certificates to be corrected.

F. Ensure that all subdivisions and annexations meet the requirements of Section 5-208 and notify FEMA in writing whenever the corporate boundaries have been modified by annexation.

G. Ensure that water supply and waste disposal systems meet the Public Health standards of Section 5-209.

H. If a variance is requested, ensure that the requirements of Section 5-211 are met and maintain documentation of any variances granted.

I. Inspect all development projects and take any and all penalty actions outlined in Section 5-213 as a necessary to ensure compliance with this article.

J. Ensure that applicants are aware of any and all other required local, state, and federal permits; including permits pertaining to IDNR/OWR floodway and dam safety rules, Clean Water Act, Public Water Supply, Endangered Species Act, Illinois Endangered and Species Protection Act. The applicant is responsible for obtaining all applicable local, state, and federal permits.

K. Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.

L. Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.

M. Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this article.

N. Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and any other documentation of compliance for development activities subject to this article.

O. Notify FEMA and IDNR/OWR of any proposed amendments to this article.

P. Perform site inspections to ensure compliance with this article and make substantial damage determinations for structures within the floodplain.

Q. Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the BFE or result in a change to the floodplain map.

R. Schedule an annual inspection of the floodplain and document the results of the inspection.

S. Establish procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage:

1. Determine the market value by approximating it as three (3) times the assessed value from tax assessment data or require the applicant to obtain an appraisal of the market value, prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the Building shall be the market value before the damage occurred and before any repairs are made.
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building.
3. Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
4. Notify property owner of all determinations and responsibilities for permitting and mitigation.

Section 5-205. Permitting Development within the Floodplain.

A. The City Engineer will review a development for compliance with this article concurrently with the review for one or more of the following applications: Building Permit (as governed by Chapter 21 of the City Code of Ordinances), Right-of-Way and Utility Permit (as governed by Chapter 20 of the City Code of Ordinances), or Boneyard Creekway Permit (as governed by Section XIII-4 of the Zoning Ordinance). The City does not have a separate permit application for floodplain development.

1. No person, firm, corporation, or governmental body, not exempted by law, shall commence any development in the floodplain without first obtaining a development permit from the City Engineer.

2. No person, firm, corporation, or governmental body shall commence any development of a critical facility on land below the 0.2% annual chance flood elevation without first obtaining a development permit from the City Engineer.
3. The City Engineer shall only issue a permit for development activities, including new construction and substantial improvements, in the floodplain, which meet the requirements of this article.

B. The application for development permit shall be accompanied by:

1. A site plan or drawings, drawn to scale using NAVD 88, showing:
   a. property lines and dimensions,
   b. existing grade elevations,
   c. all changes in grade resulting from excavation or filling,
   d. description of the benchmark or source of survey elevation control
   d. sewage disposal facilities,
   e. water supply facilities,
   f. floodplain limits based on elevation or depth, as applicable;
   g. floodway limits, as applicable;
   h. the location and dimensions of all buildings and additions to buildings;
   i. the location and dimensions of all structures, including but not limited to fences, culverts, decks, gazebos, agricultural structures, and accessory structures;
   j. the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 5-207 of this article.
2. Cost of project or improvements, including all materials and labor, as estimated by a licensed engineer or architect. A signed estimate by a contractor may also meet this requirement.

C. Upon receipt of an application for a development permit, the City Engineer shall compare the elevation of the site to the BFE.

1. Any development located on land that is shown by survey elevation to be below the current BFE is subject to the provisions of this article.
2. Any development located on land shown to be below the BFE and hydraulically connected to a flood source, but not identified as floodplain on the current FIRM, is subject to the provisions of this article.
3. Any development located on land that can be shown by survey data to be higher than the current BFE and which has not been filled after the date of the site's first flood map showing the site in the floodplain, is not located in a mapped floodway, or located in a Zone A, is not in the floodplain and therefore not subject to the provisions of this article. A LOMR-Floodway is required before developing land inadvertently included in a mapped floodway. Unless a LOMR is obtained, all provisions of this article apply if the land is located in a Zone A.
4. Any development located on land that is above the current BFE but will be graded to an elevation below the BFE, is subject to the provisions of this article.

5. The City Engineer shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first FIRM identification.

6. The City Engineer shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or permit-not-required letters that may be required for this type of activity. The City Engineer shall not issue a permit unless all other federal, state, and local permits have been obtained.

D. Upon receipt of a development permit application for a critical facility, the City Engineer shall compare the elevation of the site to the 0.2% annual chance flood elevation, if available. Refer to Section 5-209. A. 5. for critical facility site requirements.

E. A development permit or approval shall become invalid unless the actual Start of Construction, as defined, for work authorized by such permit, is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. All permitted work shall be completed within one year after the date of issuance of the permit, unless authorized by the City Engineer on a case by case basis, or the permit shall expire. Time extensions may be granted, in writing, by the City Engineer. Time extensions shall be granted only if the original permit is compliant with this article and the FIRM and FIS in effect at the time the extension is granted.

F. Certification and As-Built Documentation. The applicant is required to submit certification by a licensed professional engineer or registered land surveyor that the finished fill and building elevations were accomplished in compliance with Section 5-207 of this article. Floodproofing measures must be certified by a registered professional engineer or registered architect as being compliant with applicable floodproofing standards. Accessory structures designed in accordance with Section 5-207 of this article are exempt from certification, provided sufficient compliance with the development permit are documented. FEMA Elevation Certificate and Floodproofing Certificate forms may be required as documentation of compliance.

An as-built grading plan, prepared by a registered professional engineer may be required to certify that any development in floodplain, such as grading or the construction of bridges or culverts, are in substantial conformance with the development permit.

No building, land or structure may be occupied or used in any manner until a letter or certificate has been issued by the City Engineer stating that the use of the building or land conforms to the requirements of this article.

The City Engineer must maintain records in perpetuity documenting compliance with this article, including the elevation to which structures and alterations to structures are constructed or floodproofed.

Section 5-206. Preventing Increased Flood Heights and Resulting Damages.

Within any floodway identified on the countywide FIRM, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

A. Except as provided in subsection B herein, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood

heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

1. Bridge and culvert crossings of streams in rural areas meeting the conditions of the IDNR/OWR Statewide Permit Number 2.
2. Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit Number 3.
3. Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 4.
4. Minor boat docks meeting the conditions of IDNR/OWR Statewide Permit Number 5.
5. Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting the conditions of IDNR/OWR Statewide Permit Number 6.
6. Outfall Structures and drainage ditch outlets meeting the conditions of IDNR/OWR Statewide Permit Number 7.
7. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8.
8. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9.
9. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10.
10. Minor maintenance dredging activities meeting the conditions of IDNR/OWR Statewide Permit Number 11.
11. Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR Statewide Permit Number 12.
12. Temporary construction activities meeting the conditions of IDNR/OWR Statewide Permit Number 13.
13. Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from state floodway permit requirements.

B. Other development activities not listed in subsection A above may be permitted only if:

1. Permit has been issued for the work in an IDNR/OWR Jurisdictional Streams by IDNR/OWR (or written documentation from IDNR/OWR is provided that an IDNR/OWR permit is not required), or
2. Sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and BFE.

Section 5-207. Protecting Buildings.

A. In addition to the state permit and damage prevention requirements of Section 5-206 of this article, all buildings located in the floodplain shall be protected from flood damage below the FPE. This building protection requirement applies to the following situations:

1. Construction or placement of a new building or alteration or addition to an existing building.
2. Value of improvements equals or exceeds the market value by fifty percent (50%). Improvements shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
3. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged, the entire structure must meet the flood protection standards of this section within 24 months of the date the damage occurred.
4. Installing a manufactured home on a new site or a new manufactured home on an existing site. The building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage.
5. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year.
6. Repetitive loss to an existing building as defined in Section 5-202.
7. Construction or placement of a new building or alteration or addition to an existing building with the low floor below BFE following a LOMR-F in accordance with the conditions outlined in Section 5-209. E.

B. Residential or non-residential buildings can meet the building protection requirements by one of the following methods:

1. The building may be constructed on permanent land fill with the lowest floor including basement at or above the FPE in accordance with the following conditions:

   a. The lowest floor (including basement) shall be at or above the FPE.
   b. The fill shall be placed in layers no greater than six inches before compaction and should extend at least twenty (20) feet beyond the foundation before sloping below the FPE in lieu of a geotechnical report.
   c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
   d. The fill shall be composed of rock or soil and not incorporated debris or refuse material.
   e. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary stormwater management techniques, such as swales or basins, shall be incorporated.

2. The building may be elevated on solid walls in accordance with the following:

   a. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters.

b. All components located below the FPE shall be constructed of materials resistant to flood damage.

c. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment shall be located at or above the FPE.

d. If walls are used, all enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. At least two (2) walls must have a minimum of one (1) permanent opening that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E, as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

e. The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.

   i. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the FPE provided they are waterproofed.

   ii. The area below the FPE shall be used solely for parking or building access and not later modified or occupied as habitable space.

   iii. In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.

3. The building may be constructed with a crawlspace located below the FPE provided that the following conditions and requirements of FEMA TB 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, whichever are more restrictive, are met:

   a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

   b. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

   c. The interior height of the crawlspace measured from the interior grade of the crawlspace to the top of the foundations wall must not exceed four (4) feet at any point.

d. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.

e. Portions of the building below the FPE must be constructed with materials resistant to flood damage, and

f. Utility systems within the crawlspace must be elevated above the FPE.

C. Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:

1. Below the FPE the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.
2. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
3. Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
4. Levees, berms, floodwalls, and similar works are not considered floodproofing for the purpose of this subsection.

D. Manufactured homes to be permanently installed on site shall be:

1. Elevated to or above the FPE in accordance with Section 5-207. B, and
2. anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.

E. Travel trailers and recreational vehicles on site for more than one hundred eighty (180) days per year shall meet the elevation requirements of section 5-207. D unless the following conditions are met:

1. The vehicle must be either self-propelled or towable by a light duty truck.
2. The hitch must remain on the vehicle at all times.
3. The vehicle must not be attached to external structures such as decks and porches
4. The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
5. The vehicles must have a total area not exceeding four hundred (400) square feet measured when measured at the largest horizontal projection.
6. The vehicle’s wheels must remain on axles and inflated.
7. Air conditioning units must be attached to the frame so as to be safe for movement of the floodplain.
8. Propane tanks as well as electrical and sewage connections must be quick-disconnect.
9. The vehicle must be licensed and titled as a recreational vehicle or park model, and must either:

a. entirely be supported by jacks, or

b. have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by used of the hitch jack.

F. Detached accessory structures may be permitted provided the following conditions are met:

1. The structure must be non-habitable.
2. The structure must be used only for parking and storage and cannot be modified later into another use.
3. The structure must be located outside of the floodway or have the appropriate state and/or federal permits.
4. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials.
5. All utilities, mechanical, and electrical must be elevated above the FPE.
6. The structure must have at least one permanent opening on at least two walls not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area.
7. The structure must be no more than one story in height and no more than six hundred (600) square feet in size.
8. The structure shall be anchored to resist floatation, collapse, lateral movement, and overturning.
9. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the FPE.
10. The lowest floor elevation should be documented and the owner advised of the flood insurance implications.

Section 5-208. Subdivision Requirements.

The City Engineer shall take into account hazards, to the extent that they are known, in all official actions related to land management use and development.

A. New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protections standards of Sections 5-206 and 5-207 of this article.

B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains should be included within parks, open space parcels, or other public grounds.

C. Any proposal for such development shall include the following data:

1. The BFE and the boundary of the floodplain. Where the BFE is not available from an existing study, the applicant shall be responsible for calculating the BFE.
2. The boundary of the floodway, when applicable.

3. A signed statement by a Licensed Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).

Section 5-209. Public Health and Other Standards.

A. Public health standards must be met for all floodplain development. In addition to the requirements of Sections 5-206 and 5-207 of this article, the following standards apply:

1. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the FPE unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 5-207 of this article.
2. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
3. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
4. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the FPE shall be watertight.
5. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities, which are buildings, constructed or substantially improved within the floodplain or the 0.2 percent annual chance flood elevation when defined, shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation or three feet above the BFE, whichever is greater. Adequate parking shall be provided for staffing of the critical facilities at or above the BFE or 0.2 percent chance flood, when defined. Access routes to all critical facilities should be reviewed and considered when permitting. Access routes should be elevated to or above the level of the BFE.

   Floodproofing and sealing measures may also be used to provide protection, as described in Section 5-207, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

   Critical Facilities include but are not limited to emergency services facilities (such as fire and police stations), sewage treatment plants, water treatment plants, critical utility sites, schools, hospitals, retirement homes, and senior care facilities.

B. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

C. Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.

D. Letters of Map Revision. The City Engineer shall require a CLOMR prior to issuance of a development permit for:

1. Proposed floodway encroachments that will cause an increase in the BFE; and

2. Proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review Section 5-209. E for the construction of buildings in any floodplain issued a LOMR Based on Fill.

E. When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may apply for a development permit from the City to construct the lowest floor of a building below the BFE in the floodplain.

The City Engineer shall not issue such a permit unless the applicant has demonstrated that the building will be reasonably safe from flooding. The City Engineer shall require a professional certification from a qualified design professional that indicates the land or buildings are reasonably safe from flooding, according to the criteria established in FEMA TB 10. Professional certification may come from a professional engineer, professional geologist, professional soil scientist, or other design professional qualified to make such evaluations.

The City Engineer shall maintain records, available upon request by FEMA, all supporting analysis and documentation used to make that determination, including but not limited to, all correspondence, professional certification, existing and proposed grading, sump pump sizing, foundation plans, Elevation Certificates, soil testing and compaction data.)

Section 5-210. Carrying Capacity and Notification.

For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.

In addition, the City Engineer shall notify adjacent communities in writing thirty (30) days prior to the issuance of a permit for the alteration or relocation of the watercourse.

Section 5-211. Variances.

A. No variances shall be granted within a floodway if any increases in the base flood elevation would result.

B. Whenever the standards of this article place undue hardship on a specific development proposal, the applicant may apply to the Building Safety Code Board of Appeals for a

variance. The Building Safety Code Board of Appeals shall review the applicant's request for a variance and shall submit its recommendation to the City Council. The City Council may attach such conditions to granting of a variance as it deems necessary to further the purposes and objectives of this article. The City Council shall base the determination on:

1. Technical justifications submitted by the applicant.
2. The staff report, comments, and recommendations submitted by the floodplain administrator.
3. The limitations, considerations, and conditions set forth in this section.

C. The findings of fact and conclusions of law made by the City Council according to Section 5-211. A, the notifications required by Section 5-211. B, and a record of hearings and evidence considered as justification for the issuance of all variances from this article shall be maintained by the City in perpetuity.

D. No variance shall be granted unless the applicant demonstrates and the Building Safety Code Board of Appeals finds that all of the following conditions are met:

1. The development activity cannot be located outside the floodplain.
2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
3. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
4. There will be no additional threat to public health, public safety, destruction of beneficial stream uses and functions including, aquatic habitat, conflict with existing local laws or ordinances, or creation of a nuisance.
5. The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of the NFIP.
6. Good and sufficient cause has been shown that the unique characteristics of the size, configuration, or topography of the site renders the requirements of this article inappropriate.
7. All other state and federal permits have been obtained.

E. The Building Safety Code Board of Appeals shall notify an applicant in writing that a variance from the requirements of the building protections standards of Section 5-207 that would lessen the degree of protection to a building will:

1. Result in increased premium rates for flood insurance up to twenty-five dollars ($25) per one hundred dollars ($100) of insurance coverage.

2. Increase the risk to life and property.

3. Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

F. Considerations for Review. In reviewing applications for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
2. The danger to life and property due to flooding or erosion damage.
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
4. The importance of the services provided by the proposed development to the community.
5. The availability of alternate locations for the proposed development that are not subject to flooding or erosion.
6. The compatibility of the proposed development with existing and anticipated development.
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
8. The safety of access to the property in times of flood for ordinary and emergency vehicles.
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters expected at the site.
10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

G. Historic Structures. Variances issued for the reconstruction, repair, or alteration of a historic site or historic structure as defined in “Historic Structures”, may be granted using criteria more permissive than the requirements of Sections 5-206 and 5-207 of this article subject to the conditions that:

1. The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.

2. The repair or rehabilitation will not preclude the structure’s continued designation as a historic structure.

H. Agriculture Structures. Variances may be issued for the construction or substantial improvement of agricultural structures which do not meet the non-residential building requirements of Sections 5-207. B and 5-207. C, provided the requirements of Section 5-211. A through 5-211. G and the following are satisfied:

1. A determination that the proposed agricultural structure:

   a. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

   b. Has low damage potential (amount of physical damage, contents damage, and loss of function).

   c. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of

flooding on liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

e. Complies with the wet floodproofing construction requirements of subsection 2 herein.

2. Wet floodproofing construction requirements. Wet floodproofed structures shall meet the following:

   a. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials in accordance with Section 5-207 of this article.

   b. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

   c. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.

   d. Any mechanical, electrical, or other utility equipment must be located above the BFE or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Section 5-207 of this article.

   e. If located in a floodway, must be issued a state floodway permit, and comply with Section 5-206 of this article.

   f. The building may not be used for manure storage or livestock confinement operations.

Section 5-212. Disclaimer of Liability.

The degree of protection required by this article is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This article does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This article does not create liability on the part of the City or any officer or employee thereof for any flood damage that results from proper reliance on this article or any administrative decision made lawfully thereunder.

Section 5-213. Penalty.

Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this article. Upon due

investigation, the City Engineer may determine that a violation of the minimum standards of this article exists. The City Engineer or their designee shall notify the owner in writing of such violation.

A. If such owner fails after ten (10) days from the date the written notice is issued, to correct the violation:

    1. The City shall make application to the circuit court for an injunction requiring conformance with this article or make such other order as the court deems necessary to secure compliance with the article.
    2. Any person who violates this article shall upon conviction thereof be fined not less than fifty dollars ($50) or more than seven hundred fifty ($750) for each offense.
    3. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues, and
    4. The City shall record a notice of violation on the title of the property.

B. The City Engineer or their designee shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

    The City Engineer is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.

    No site development permit shall be permanently suspended or revoked until a hearing is held by the Building Safety Code Board. Written notice of such hearing shall be served on the permittee and shall state the grounds for the complaint, reasons for suspension or revocation, and the time and place of the hearing.

    At such hearing the permittee shall be given an opportunity to present evidence on their behalf. At the conclusion of the hearing, the Building Safety Code Board shall determine whether the permit shall be suspended or revoked.

C. Nothing herein shall prevent the City from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

ARTICLE XII – MOBILE HOME PARKS & MOBILE HOMES

Sec 5-231. Definitions. The following words and phrases, when used in this Article, shall have the meanings respectively ascribed to them:

Applicant means any person making application for license of Certificate of Occupancy.

Ceases to Occupy means the person or persons lawfully occupying the mobile home unit has vacated the mobile home unit. In the absence of an oral or written statement by such persons that they are terminating their occupancy, termination will be presumed if both water and electrical utilities to the mobile home are terminated and there is a continuous absence of any lawful occupancy of such mobile home for a period of six months. Despite the termination of such water and electrical utilities and such continuous absence, it will not be presumed to be vacated if the owner of such mobile home has paid the rent due on the lot occupied by the mobile home.

Certificate of Occupancy. See "Mobile Home Certificate of Occupancy."

Condominium Mobile Home Park means, for the purpose of this Article, a Mobile Home Park as herein defined except the mobile home sites or stands are individually owned pursuant to the Illinois Condominium Property Act.

Department means the Department of Community Development Services, unless otherwise indicated.

Frontage means that portion of a mobile home site abutting a private or public street.

License means a license certificate issued by the City allowing a person to operate and maintain a Mobile Home Park.

Licensee means the person, persons, corporations, partnerships or other entity to whom the City issued a license for operation of a Mobile Home Park.

Lot Line, Rear means the lot line opposite the front lot line. For purposes of establishing the required rear yard, in the case of an irregularly shaped or three-sided lot, it shall mean a line within the lot, ten feet long, concentric with and at the maximum distance from the front lot line. A lot need not have a rear lot line.

Manufactured Home means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating air-conditioning, and electrical systems contained therein. All manufactured homes shall be installed under the immediate onsite supervision of a licensed manufactured home installer, in accordance with 430 ILCS 117/ The Manufactured Home Quality Assurance Act. The responsible installer shall affix an Illinois Department of Public Health issued seal to the home and file an installation certificate with the Department.

Mobile Home means a factory-assembled, completely integrated structure, constructed on or before June 30, 1976, designed for permanent habitation, with a permanent chassis, and so

constructed as to permit its transport, on wheels temporarily or permanently attached to its frame, that is a movable or portable unit that is constructed to be towed on its own chassis (comprised of frame and wheels) from the place of its construction to the location, or subsequent locations, at which it is connected to utilities for year-round occupancy for use as a permanent habitation, and designed to be used as a dwelling with or without a permanent foundation and situated so as to permit its occupancy as a dwelling place for one or more persons. A mobile home shall, for purposes of this Article, exclude travel trailers or other mobile units not intended for year-round occupation. For mobile homes built prior to June 15, 1976, a label certifying compliance with the Standard for Mobile Homes, NFPA 501, ANSI 119.1, in effect at the time of manufacture, is required. **For the purpose of these provisions, a mobile home shall be considered to be a manufactured home.**

Mobile Home Certificate of Occupancy (sometimes referred to herein as simply "Certificate of Occupancy") means a permit, issued by the Building Official, authorizing the occupancy of the mobile home, as based upon compliance with applicable ordinance provisions together with any special conditions or stipulations.

Mobile Home Owner means the party possessing title to a mobile home or the purchaser of a mobile home under a bona fide contract.

Mobile Home Park means a contiguous parcel of land planned and improved for the placement of five or more mobile homes or manufactured homes where sites are rented or purchased pursuant to the Illinois Condominium Property Act.

Mobile Home Park Service Building means a permanent structure housing laundry, office, sanitation or other community facilities as required in mobile home parks for use by mobile home park occupants.

Mobile Home Site means a parcel of land clearly delineated on the Mobile Home Park site plan, intended for the placement of an individual mobile home and for the exclusive use of its occupants.

Mobile Home Stand means that part of an individual mobile home site which has been constructed for the placement of a mobile home.

Occupancy or Occupied means the residing of an individual or individuals overnight in a mobile home or the installation, storage or use of equipment, merchandise or machinery.

Owner-Operator means licensee.

Person means any individual, group of individuals, association, trust, partnership, corporation, person doing business under an assumed name, county, municipality, the State of Illinois or any political subdivision or department thereof, or any other entity.

Plat means a scaled map, plan or layout showing the subdivision of land and indicating the location and boundaries of individual lots including, but not limited to, exhibiting the following:

1. The name, location or address of the Mobile Home Park, its owner and operator;
2. Location of all property lines, existing streets, easements, utilities, sewers and any other significant features;
3. Date, north arrow, graphic scale (not less than one inch to one hundred (100) feet) on all drawings submitted;

4. All buildings, structures and mobile home stands;
5. Total number of mobile home sites;
6. Approximate gross density per acre; and
7. All Mobile Home Parks located in a floodplain shall file evacuation plans indicating vehicular access and escape routes, including mobile home hauler routes, with the appropriate disaster preparedness authorities.

Sale means the transfer of ownership, either presently or at a definite time in the future, upon compliance with an agreement to transfer ownership.

Smoke Detector means a U.L. 217 approved smoke detector.

Street, Private means a service way with an all-weather, dustless surface, which provides access to a property for the use of a limited number of persons or purposes, and which has not been publicly dedicated.

Type S fuses means fuses that are nontamperable and installed by the following schedule:

Wire Size	**Fuse (amp.)**
#14	15
#12	20
#10	30

Sec. 5-232. Purpose. The purpose of this Article is to provide minimum standards to safeguard life and property by regulating (and controlling) operation, placement and occupancy of mobile homes, mobile home parks and condominium mobile home parks.

Sec. 5-233. License Required to Establish, Maintain and Operate a Mobile Home Park. No person shall establish, maintain, conduct or operate a Mobile Home Park after May 5, 1982 [Ord. No. 8182-78] without first obtaining a license therefore from the City. The mobile homes which are located within the Mobile Home Park as well as all common areas of the Mobile Home Park must comply with the exterior maintenance provisions of this Article. Failure to comply with these exterior maintenance provisions shall be grounds for denial of the annual Mobile Home Park license. The exteriors of the mobile homes and all common Mobile Home Park areas shall be inspected annually and violations shall be corrected prior to license renewal.

Sec. 5-233.1. Rules and Regulations to be Established. Each Mobile Home Park licensed by the City shall establish rules and regulations as authorized under an Act Concerning Mobile Home Parks and the Rights of Mobile Home Owners and Mobile Home Residents, (Chapter 80, Section 201 et seq., Ill. Rev. Stat. 1989) approved September 14, 1979 and effective January 1, 1980, which said rules and regulations shall obligate the tenant expressly to those tenants duties set forth in the aforesaid statute and shall promulgate such rules and regulations in the manner specified and set forth in said statute.

Sec. 5-234. Standards for Existing Mobile Home Parks.

A. **Roadways and Access.**
   1. All streets and driveways in every Park shall be maintained in a passable and reasonably dust-proof condition at all times, and all streets and driveways in all Parks shall have a minimum width of 20 feet.

2. When in the opinion of the Department adequate emergency access is not provided to emergency vehicles, the Department may require the licensee to provide adequate access where possible.

B. **Mobile Home Sites, Pacing and Density.**

1. Individual mobile home lot frontage and lot area as well as overall Mobile Home Park density shall be in compliance with the Urbana Zoning Ordinance as it applies to existing Mobile Home Parks.

2. No mobile home shall be parked closer than five feet to the side lot lines of a Mobile Home Park, or closer than ten feet to a public street, alley or building. There shall be an open space of at least ten feet adjacent to the sides of every mobile home and five feet adjacent to the ends of every mobile home.

3. Pads, runners or piers shall be provided for each lot.

4. Mobile home sites shall contain no other principal use than a mobile home as defined herein.

C. **Potable Water Supply.**

1. Where a public water supply is available such supply shall be used.

2. The distribution system shall supply water at a minimum pressure of 20 pounds per square inch (PSI) during periods of peak demand and usage at the faucets.

3. Water Service Connection.
    i. The water service and any water piping is required to be permitted and installed by a licensed State of Illinois Plumbing Contractor and by a State of Illinois licensed plumber.
    ii. Water service connection shall not be less than three-fourths inch inside diameter and shall not serve more than one mobile home at any time.
    iii. All water risers shall be at least one-half inch in inside diameter and terminate at least four inches above finished ground level.
    iv. All materials (piping and cock and valves, etc.) used in the water riser and connection shall comply with Illinois State Plumbing Code.
    v. Combination stop and waste valves and cocks shall not be installed in an underground service piping.

4. Approved fire hydrants shall be accessible to the mobile home park and within 500 feet of any mobile home.

D. **Sewage Disposal System.**

1. All sewage and other water carried waste shall be disposed of into a municipal sewage system whenever a sewer is adjacent or within 100 feet of any position of a mobile home.

2. The sewage collection system within the Mobile Home Park shall be adequate to carry the sewage load based on a maximum number of mobile home spaces and 250 gallons per space per day. There shall be no discharging of raw or partially

treated sewage or waste water onto the surface of the ground, nor shall there be any escape of odors from sewage systems.

3. Sewer Service Connection.
    i. All sewer systems shall be permitted and connected by a licensed State of Illinois Plumbing Contractor with a State of Illinois licensed plumber.
    ii. Each mobile home site shall be provided with a sewer connection.
    iii. Sewer connections in unoccupied sites shall be so closed that they will emit no odors or cause a breeding place for flies or other insects, etc.
    iv. At all sewer connections, the sewer riser shall extend four inches above the ground.
    v. Additional fees may be required by the Urbana Champaign Sanitary District.

E. **Electrical System.** Mobile Home Parks shall meet the requirements of the most recently adopted Electrical Code of the City of Urbana applicable to Mobile Home Park electrical distribution systems except for the following:
    1. Overhead distribution lines shall be 18 feet above streets or roadways and have three feet clearance from any structure.

F. **Exterior Lighting.** Adequate lighting shall be provided for all streets, walkways, buildings and other facilities subject to nighttime use and shall be maintained in accordance with PM-304.19.

G. **Insect and Rodent Control.**
    1. Adequate insect and rodent control measures shall be employed by the Mobile Home Park owner. All buildings shall be reasonably flyproof and rodentproof, and rodent harborages shall not be permitted to exist in the Mobile Home Park or pathways.
    2. The Mobile Home Park owner is responsible for the elimination of any insect, rat or mice problem in the general areas of the Mobile Home Park. The individual mobile home owner is responsible for the elimination of any insect, rat or mice problem associated with his or her mobile home including the underside area of said mobile home.

H. **Fuel Supply and Storage.** All handling and storage of natural gas, liquefied petroleum gas (LPG), fuel oil or other flammable liquid or gases should be installed and maintained in accordance with applicable state and local government codes and regulations. Each mobile home site shall have an accessible and listed gas shut-off valve installed. Such valve shall not be located under a mobile home. Whenever a mobile home site outlet is not in used, the shut-off valve shall be plugged to prevent accidental discharge.

I. **Mobile Home Park Maintenance and Operation Regulations.**
    1. The person to whom a license for a Mobile Home Park is issued shall provide adequate supervision to maintain the Mobile Home Park in compliance with this Article and keep its facilities and equipment in good repair and in a clean and sanitary condition.
    2. The Mobile Home Park owner or caretaker shall inspect the Mobile Home Park weekly to determine that the potable water supply, sewage treatment facilities and water and sewage service connections are functioning in a safe and sanitary manner.

3. The Mobile Home Park owner or caretaker shall inspect the Mobile Home Park weekly to determine that the collection of garbage and refuse, cutting of grass and weeds, the storage of lumber and construction materials, and the removal of abandoned automobiles and equipment is being performed in a satisfactory manner. The Mobile Home Park owner or caretaker shall be responsible for the removal of any abandoned vehicle in accordance with the provisions of the Urbana Local Traffic Code (Chapter 23).
4. The Mobile Home Park owner or manager shall inspect and ensure stairs are installed and maintained at all exterior doorways.
5. The correction of all deficiencies noted by the Mobile Home Park owner or caretaker must be accomplished within such time as may be otherwise required by this Article.
6. The Mobile Home Park owner or operator shall check weekly to determine that any vacant mobile home is adequately secured to prevent it from being an attractive nuisance. Upon finding such unit unsecured, the Mobile Home Park owner or caretaker shall require the homeowner to close it, or shall take necessary measures to close it. Upon failure of any homeowner to repair or remove any unit which has been placarded as "Not Approved for Occupancy" or in cases where the homeowner cannot be determined, it shall become the responsibility of the licensee to remove the mobile home.

Sec. 5-235. Standards for New Mobile Home Parks. New Mobile Home Parks shall comply with the Urbana Zoning Ordinance. In addition, they shall comply with all applicable provisions of Section 5-234 above.

Sec. 5-236. Inspection and Certificate of Occupancy.

A. No mobile home may be placed in an Urbana Mobile Home Park unless approved by Zoning. Nor, should a mobile home be occupied unless such mobile home has been issued a Certificate of Occupancy by the City of Urbana and such Certificate of Occupancy has not been revoked.

B. A Certificate of Occupancy for a mobile home unit shall be issued to those mobile units which meet the standards set forth for mobile homes in Section 5-241 of the Urbana City Code. A Certificate of Occupancy, once issued shall be valid until revoked.

C. Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Section or of any code or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the Building Safety Code Board of Appeals, as detailed in Article III of this Ordinance.

D. If a Certificate of Occupancy is revoked, the holder of such Certificate shall have the right to appeal such revocation to the Building Safety Code Board of Appeals, as detailed in Article III of this Ordinance.

Sec. 5-237. Term of Certificate of Occupancy. Except as otherwise provided herein, a Certificate of Occupancy shall be for a term equal to the period the mobile home exists at the same mobile home site or stand. A Certificate of Occupancy may be transferred to successive owners so long as the mobile home remains at the same mobile home site or stand and remains in substantial compliance with the provisions of this Article.

Sec. 5-238. Application for Certificate of Occupancy. Application for a Certificate of Occupancy shall be made to the Department **PRIOR** to placing a mobile home in a Mobile

Home Park or moving it within a Mobile Home Park. The applicant shall be informed of the standards for mobile homes contained in this Article. The mobile home owner, through said application, agrees to an inspection by the Department within 30 days after placement or movement of said mobile home to determine compliance with this Article. Said application shall include the following information:

1. Name of mobile home owner;
2. Mobile Home Park where mobile home is to be placed;
3. Serial number and make of mobile home; and
4. Mobile home owner's mailing address.

Sec. 5-239. Fee for Certificate of Occupancy. The fee for a Certificate of Occupancy is found in Chapter 14 of the Urbana Code of Ordinances.

Sec. 5-240. Waiver of Fee for Certificate of Occupancy. For mobile homes existing in Mobile Home Parks on January 1, 1980, the fee for the Certificate of Occupancy shall be waived so long as the mobile home remains on the same site or stand, but a Certificate of Occupancy is still required. A Certificate of Occupancy shall be issued after inspection by the Department and finding that the mobile home is in substantial compliance with the standards in this Article.

Sec. 5-241. Mobile Home Standards.

A. In order to obtain a Certificate of Occupancy a mobile home must meet the following requirements:

1. **License:** The Mobile Home Park in which the mobile home is placed must be licensed.

2. **Smoke Detector:** Smoke detectors shall be installed in all of the following locations:
    a. In sleeping areas.
    b. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
    c. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

3. **Fire Extinguisher:** Every mobile home, must contain at least one ten-pound A.B.C. fire extinguisher in working order and easily accessible from the interior of the mobile home.

4. **Plumbing System:**
    a. The plumbing system must be safe, sanitary in condition and maintained in accordance with accepted engineering practices and codes.
    b. The mobile home shall be connected to the Mobile Home Park sewer system via a nonflexible airtight connection.
    c. Any alterations must be permitted and installed by a licensed State of Illinois Plumbing Contractor with a State of Illinois licensed plumber.

5. **Heating and Air Conditioning System:** The heating and air conditioning system must be safe and installed in accordance with accepted engineering practices and codes. Fireplaces must be approved to U.L. mobile home standard 1482 and installed according to manufacturer's specifications.

6. **Electrical System:**
   a. The electrical system shall meet the provisions of the most recently adopted electrical code of the city applicable to existing mobile homes.
   b. When plug fuses and fuseholders are used they shall be nontamperable Type S fuses sized as herein defined.

7. **Exterior of Mobile Home:** Exterior walls and roofs shall be structurally sound and tight and free from defects which might admit rain or dampness. All exterior surface materials, including wood, composition, or metal siding, shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to be weathertight. Every window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.

8. **Accessory Structures:** Accessory structures or storage sheds where allowed by the licensee shall be of proper construction, weather-tight, properly anchored and not less than 18 inches from a mobile home rear or side lot line.

9. **Gas System:** Each mobile home utilizing gas shall be connected to the mobile home site outlet by a listed flexible mobile home connector of sufficient capacity to supply gas to the connected load. Approved rigid pipe and fittings shall be used between the flexible connector and the mobile home site gas outlet if the distance between the mobile home site gas outlet and the mobile home gas service connection exceeds six feet. All gas outlet risers, regulators, meters, valves, or other exposed equipment shall be protected from physical damage by vehicles or other causes.

10. **Stairs and Porches:** Every stair, porch, deck, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.

11. **Skirting:** Skirting is required to be installed around the perimeter of the mobile homes. The required skirting must be securely attached and maintained against deterioration. The skirting material must have a flame spread rating of 200 or less and it must be treated against termite infestation or be made of an approved non-cellulose based material.

12. **Storage:** Storage of debris, junk, or construction materials, which are not associated with an activity which has been authorized by a valid building permit for that specific site shall be prohibited.

13. **Tiedowns:** All mobile homes must be securely anchored in accordance with the tiedown requirements of the State of Illinois Department of Public Health.

14. **Interior of Mobile Home:** Floors, walls (including windows and doors), ceilings, and other interior surfaces shall be maintained in good, clean, sanitary, and structurally sound condition.

B. All manufactured/mobile homes proposed to be parked in a Mobile Home Park must comply with the **Manufactured Home Quality Assurance Act, (430 ILCS 117)**

Section 5-242 Violations: Failure of mobile home owner to obtain a Certificate of Occupancy or to meet minimum standards contained herein for mobile homes is a violation of this Article.

Section 5-243 Notice: When the Department determines there has been a violation of this Article, the Department shall cause written notice to be served upon the owner containing a description of the violation, order to vacate or remove said mobile home, if necessary, and/or corrective actions.

Section 5-244 Penalty: Any person who violates the provisions of this Article shall, upon conviction thereof, be fined as provided in Section 1-10 of the Urbana City Code and in addition shall pay all costs and expenses involved in litigation. A separate offense shall be deemed committed upon each day during or upon which a violation occurs or continues after due notice is served.

Section 5-245 Saving Clause: Nothing in this Article hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Article 1 of this Adopting Ordinance; nor shall any just or legal right of remedy of any character be lost, impaired, or affected by this Article.

Sections 5-245 – 5-260. Reserved.

ARTICLE XIII – FIRE PREVENTION CODE

Section F-101.1 “Title” is amended to read as follows:

Section F-101.1 Title. These regulations shall be known as the Fire Code of the City of Urbana, Illinois, hereinafter referred to as “this code.”

Section F-101.2.1 “Appendices” shall be amended to read as follows:

Section F-101.2.1 Appendices: Provisions in the following appendices shall apply to this code**.**

Appendix B – Fire-Flow Requirements for Buildings
Appendix C – Fire Hydrant Locations and Distribution
Appendix D – Fire Apparatus Access Roads
Appendix E – Hazard Categories
Appendix F – Hazard Ranking
Appendix G – Cryogenic Fluids – Weight and Volume Equivalents
Appendix H – Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions
Appendix I – Fire Protection Systems – Noncompliant Conditions
Appendix N – Indoor Trade Shows and Exhibitions

Section F-103.1 “Creation of agency” is amended to read as follows:

Section F-103.1 Creation of agency: Creation of agency: The Urbana Fire Department Division of Community Risk Reduction, therein referred to as “CRR,” is hereby created, and the Fire Marshal shall be the official in charge thereof and shall also be referred to as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section F-103.1 “Appointment” is amended to read as follows:

Section F-103.1 Appointment: The Fire Marshal shall be appointed by the Fire Chief of the jurisdiction.

Section F-105.1.2 entitled “Types of permits” # 1 Operational Permit is amended and reads as follows:

1. Fire Prevention License: A Fire Prevention License (FPL), commonly referred to as a “permit” allows the applicant to conduct an operation or a business for which a permit is required by Section 105.5 for either:
   1.1 A prescribed period
   1.2 Until renewed or revoked.

Section F-105.5 entitled “Fire Prevention License” is amended and reads as follows:

Section F-105.5 Fire Prevention License: The fire code official is authorized to issue fire prevention license for the operations set forth in Sections 105.5.1 through 105.5.52.

Section F-111 entitled “Means of Appeals” is amended and reads as follows:

Section F-111 Means of Appeals: All appeals shall be heard by the Building Safety Code Board of Appeals, as detailed in Article III of this adopting code.

Section F-112.4 entitled "Violation Penalties" is amended to read as follows:

Section F-112.4 Violation Penalties: Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter, or repair a building or structure in violation of an approved plan or directive of the fire code official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of an offense and subject to a fine as set forth in Section 1-10 (k) of the Code of Ordinances of the City of Urbana. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

Section F-113.4 “Failure to comply” shall be amended as follows:

Section F-113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one dollar ($1.00) or not more than seven hundred and fifty dollars ($750.00)

Section F-107.2 entitled "Schedule of Permit Fees," is amended and reads as follows:

Section F-107.2 Schedule of Fees: Any person required to obtain more than one permit as set forth above to engage, at any specifically defined single location, in any business activity involving the handling, storage or use of hazardous substances, materials or devices; or to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities, shall be required to pay the amount specified in Section 14-7 of the Urbana Code of Ordinances.

Section F-307.1.1 “Prohibited open burning” shall be amended to read as follows:

Section F-307.1.1 Prohibited open burning: Within the city limits, the open burning of any paper, leaves, refuse, garbage, or any other materials, including those from construction, demolition or alteration of any building, structure or equipment, is prohibited. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fire hazardous. No fire permitted by this section may be used as an incinerator, or permitted to become a nuisance by reason of the emission of smoke, fumes, fly ash, dust or soot.

Exceptions:

1. Fires set by a public official in the performance of the official's duties;
2. In open fireplaces designed for cooking, and fires in outdoor cooking devices, when such fires are in fact being used for cooking purposes;
3. Fires used for recreational purposes such as campfires;
4. Fires authorized by permit from the fire code official, which the fire code official may issue in his discretion upon a showing of need for the removal of brush, debris or other materials where burning is the only feasible method.

Section F-307.4.3 “Portable outdoor fireplaces” shall delete the exception

Section 308.1.4 “Open-flame cooking devices” shall be amended and read as follows:

Section 308.1.4 Open-flame cooking devices. Exceptions 2 and 3 shall be deleted:

Section F-401.5.1 “False Alarm” shall be added to read as follows:

Section F-401.5.1 False Alarm: False alarm means an alarm signal eliciting a response by the Fire Department when a situation requiring a response by the Fire Department does not in fact exist. False alarm does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user. Alarms resulting from the following conditions are not considered false alarms:

1. Criminal activity or unauthorized entry.
2. Earthquake causing structural damage to the protected premises.
3. High winds sufficient to activate detection system or causing physical damage to the protected premises.
4. Flooding of the related premises due to overflow of natural drainage.
5. Lightning causing physical damage to protected premises.
6. Telephone line malfunction verified in writing to the Fire Department by at least a first line telephone company supervisor.
7. Electrical service interruption verified in writing to the Fire Department by the local power company.
8. Communication to METCAD or a Fire Department before a unit is dispatched to investigate clearly indicating that the alarm resulted from an authorized system test or other noncriminal cause.
9. An alarm caused on the reasonable but mistaken belief that a fire or medical emergency is in progress.

Section F-401.5.2 entitled "Excessive False Alarm and Assessment," is added and reads as follows:

Section F-401.5.2 Excessive False Alarm and Assessment:

1. If any alarm system produces four false alarms in any calendar year, the Code Official shall provide written notice of the fact, which shall be given by certified mail or delivery to the owner or responsible party requiring them to take corrective action in regard to false alarms and informing the owner or occupant of the false alarm fee schedule provided herein.
2. Owner or responsible parties installing a new system or making substantial modifications to any existing system shall be entitled to a grace period during which alarms generated by such system shall be deemed non-false alarms. The grace period shall cease 30 days after installation of or modification to an alarm system.
3. Upon any alarm system producing five or more false alarms in a calendar year, a fee of five-hundred dollars ($500.00) per false alarm shall be charged to the owner or responsible party.

Section F-403.1.1 “Operator Responsibility” shall be added to read as follows:

Section F-403.1.1 Operator Responsibility: The operator or the person responsible for the operation of an assembly or educational occupancy shall check all components of egress before such building is occupied to determine compliance with this section. If such inspection reveals that any element of the required means of egress cannot be accessed, is obstructed, locked, fastened or otherwise unsuited for immediate utilization, admittance to the building shall not be permitted until necessary corrective action has been completed.

Section F-403.9.2.1 “College and university buildings” Shall be amended and read as follows:

Section F-403.9.2.1 College, university, and private certified university housing buildings.

Section F-506.1.3 “New Construction” shall be added to read as follows:

Section F-506.1.3 New Construction: Key boxes shall be required on all new structures.

Exception: One- and Two-family structures are excluded.

Section F-506.1.4 “Existing Buildings”: shall be added to read as follows:

Section F-506.1.4 Existing Buildings: A fire department key box shall be installed when access to or within the building or area is unduly difficult because of secured openings, or when buildings with a fire detection or suppression system are monitored by alarm companies with direct notification to the dispatch center or unsupervised local alarms, and where immediate access is necessary for life saving or firefighting purposes.

Section F-506.3 entitled "Key Box Contents," is added and reads as follows:

Section F-506.3 Key Box Contents: Key boxes shall contain the following:

1. Keys to locked points of egress whether on the interior or exterior of such buildings.
2. Keys to locked mechanical rooms.
3. Keys to locked electrical rooms.
4. Keys to other areas as directed by the fire code official.
5. 24 hour contact information

Section F-506.4 “Motorized Gates and Doors” shall be added to read as follows:

Section F-506.4 Motorized Gates and Doors: All electrically operated gates, doors or barriers used for vehicle access shall be equipped with a click to enter type sensor compatible with the current 800 MHz radio system used by METCAD in Champaign County and a secondary gate key switch if required by the Fire Code Official. The gate key switch shall be compatible with the requirements of Section F-506.1 of this code. These devices and their installation locations shall be approved by the Fire Code Official.

Section F-506.4.1 “Existing Gates” shall be added to read as follows:

Section F-506.4.1 Existing Gates and Doors: Where required by the Fire Code Official properties with existing motorized gates, doors or barriers used for vehicle access shall be equipped with the requirements in Section F-506.4. All gates, doors or barriers shall comply with this section by January 1, 2026.

Section F-701.7.1 “Fire doors propped open” shall be added to read as follows:

Section F-701.7.1 Fire doors propped open: Hold-open devices may be required by the fire code official where fire doors are found to be propped open after the installation of signs in Section 705.2.2. If hold-open devices are required, a design professional may be requested to evaluate building design. Hold-open devices and automatic door closers, where provided, shall be maintained. During the period that such device is out of service for repairs, the door it operates shall remain in the closed position.

Section F-802.1 entitled “Definitions” shall have “Open Porch” added as follows:

Section F-802.1 Definitions: “Open Porch” shall mean any part of a house or building that is not fully enclosed and shielded from the elements on all sides by roof and walls as determined by the fire code official.

Section F-805.5 “Outdoor Storage” shall be added to read as follows:

Section F-805.5 Outdoor Storage: No person shall place, use, keep, store, or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches, and any mattresses on any open porch, yard, or exterior area of structures, nor suffer or permit such to occur. This shall not apply during a lawful yard sale or garage sale while such furniture is offered for sale; nor shall it apply while such furniture is otherwise lawfully held for garbage collection.

Section F-901.7.5.1 “Emergency Fire Watch by Fire Service Personnel” shall be added to read as follows:

Section F-901.7.5.1 Emergency Fire Watch by Fire Service Personnel: Where property owners or their representatives cannot be summonsed to conduct fire watch and where fire watch is determined to be critical to the safety of the occupants, the fire department may provide the fire watch services until they are relieved by a property representative or until the systems are in normal operation. The fire department may bill for fire watch services that exceed 60 minutes in length. The property owner may be required to pay the amount specified in Section 14-7 of the Urbana Code of Ordinances.

Section F-903.4.1.1 entitled “Connection to Public Water System” is added and reads as follows:

Section F-903.4.1.1 Connection to Public Water System: Water meters and valves on fire service water mains, on the exterior of a building, where required by the water company, shall be located within a vault and the valves shall be locked in the open position. The locks shall be that of the Knox Company and shall be approved by the Fire Code Official. Thus, allowing the Urbana Fire Department the ability to maintain control of the valves. The vault used shall be equipped with a keyed lock and a key shall be kept in the required Knox Box for this property.

Section F-905.2.1 “Minimum Design Pressure” shall be added and read as follows:

Section F-905.2.1 Minimum Design Pressure. Hydraulically designed standpipe systems shall be designed to provide the waterflow rate required by NFPA 14 Section 7.10 at a minimum residual pressure of 100 psi (6.9 bar) at the hydraulically most remote 2 ½ in. (65 mm) hose connection.

Section F-905.3 “Required Installations” shall be amended and read as follows:

Section F-905.3 Required Installations. The exception shall be DELETED.

Section F-905.5 “Location of Class II standpipe hose connections” The entire section shall be DELETED.

Section F-907.4.2.5 “Protective covers” shall be amended and read as follows:

Section F-907.4.2.5 Protective covers. In Use Groups R-1 and R-2, manual fire alarm pull stations shall be provided with listed manual fire alarm box protective covers. In other Use Groups, the fire code official is authorized to require the installation of listed manual fire alarm box protective covers to prevent malicious false alarms or to provide the manual fire alarm box with protection from physical damage. The protective cover shall be transparent or red in color with a transparent face to permit visibility of the manual fire alarm box. Each cover shall include proper operating instructions. Such devices shall be readily operable without the use of a key, special knowledge or effort. A protective cover that emits a local alarm signal shall be installed unless approved. Protective covers shall not project more than permitted by Section 1003.3.3.

Section F-907.6.7 entitled "Local Alarm Signs," is added and reads as follows:

Section F-907.6.7 Local Alarm Signs: Local fire alarm systems shall be equipped with signs stating "When Alarm Sounds, Call 9-1-1." Sign shall be installed in a location to be determined by the Urbana Fire Department.

Section F-1010.2.4 “Locks and Latches” shall be amended to read as follows:

Section F-1010.2.4 Locks and Latches: Entire item number 3 is deleted.

Section F-1023.9 “Stairway Identification Signs” shall be amended to read as follows:

Section F-1023.9 Stairway identification signs: A sign shall be provided at each floor landing in exit enclosures connecting more than three stories designating the floor level, the terminus of the top and bottom of the exit enclosure and the color code identification of the stair or ramp. The signage shall also state the story of, and the direction to the exit discharge and the availability of roof access from the enclosure for the fire department. The sign shall be located inside the exit enclosure, centered 5 feet (1524 mm) above the floor landing in a position that is readily visible when the doors are in the open and closed positions. An additional sign stating the floor number and stair color shall be located on the occupant side of the exit enclosure. Signage shall meet the requirements set forth by the current Illinois Accessibility Code.

Section F-1023.9.1 “Signage Requirements” shall be amended to read as follows:

Section F-1023.9.1 Signage requirements: Stairway identification signs shall comply with all the following requirements:

1. The signs shall be a minimum size of 18 inches (457mm) by 12 inches (305mm).
2. The letters designating the identification of the stair enclosure shall be a minimum 1½ inches (38mm) in height.
3. The number designating the floor level shall be a minimum of 5 inches (127 mm) in height with a stroke width of 0.5 inch (12.7mm) and located in the center of the sign.
4. All other numbers and letters shall be 1 inch high (25.4mm).
5. Characters and their background shall have a non-glare finish. Characters shall contrast with their background.
6. The stairway identification sign shall have an identifying background color; Red, Green, Yellow, Blue, and White and colors listed shall run clockwise starting at the address side of the building as approved by the Fire Department. The background color shall be written on the sign.
7. When signs required by section 1023.9 are installed in interior exit the same material as required by Section 1025.4 shall be used.

Section F-1103.5.6 “Dormitories, Fraternities, Sororities, and Private Certified University Housing” shall be added to read as follows:

Section F-1103.5.6 Dormitories, Fraternities, Sororities, and Private Certified University Housing: An automatic sprinkler system shall be provided throughout ALL Dormitories, Fraternities, Sororities, Private Certified University Housing or similar.

Section F-1103.7 entitled "Fire alarm systems," is amended and reads as follows:

Section F-1103.7 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 1103.7.1 through 1103.7.8 and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by other sections of this code.

Section F-1103.7.7 entitled "Fire alarm repair and maintenance," is added and reads as follows:

Section F-1103.7.7 Fire alarm repair and maintenance. The existing fire alarm system must be adequately tested and maintained in accordance with Section 901.6 and shown not to create a hazard. During repair or replacement, the system may be required to be upgraded to current code by the fire code official.

Section F-1103.7.8 entitled "Fire alarm system Monitoring," is added and reads as follows:

Section F-1103.7.8 Fire alarm system monitoring. All fire alarms systems shall be monitored by a central service station by January 1, 2028.

Section F-5003.6.1 entitled "NFPA 704 Label Specifications," is added and reads as follows:

Section F-5003.6.1 NFPA 704 Label Specifications: Labels when required shall be labeled as follows:

	TOTAL SIZE OF FOUR LABELS	EACH COLORED LABEL	HEIGHT OF NUMBERS	WIDTH OF NUMBERS	THICKNESS OR STROKE
ON BUILDING	30 inches square	15 inches square	9 inches	4.2 inches	15/16 inches
EXTERIOR TANK	20 inches square	10 inches square	6 inches	2.8 inches	5/6 inches
TANK INSIDE A BUILDING	15 inches square	7.5 inches square	4 ½ inches	2.1 inches	15/32 inches

All letters and numbers shall be reflective. Building labels shall be placed at a minimum of ten feet and not more than 12 feet from the ground.

The building label shall be placed on the front of the building. Additional building or tank label placement decisions to be determined by the Code Official. These signs shall be classified as official signs under the provisions of Section IX-5 of the Urbana Zoning Ordinance.

Section F-5602.1 Definitions “Fireworks” shall be amended to read as follows:

Section F-5602.1 Definitions “Fireworks”: The term fireworks shall mean and include any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibition nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, sky rockets, Roman candles, bombs or other fireworks of like construction and any fireworks containing any explosive compound; or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects. The term "fireworks" shall not include snake or glow worm pellets; smoke devices; sparklers; trick noisemakers known as "party poppers", "booby traps", "snappers", "trick matches", "cigarette loads" and "auto burglar alarms"; toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps which contain less than twenty-five hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

CITY OF URBANA **APPROVED**

BUILDING SAFETY CODE BOARD OF APPEALS
WEDNESDAY, March 22, 2023 – 4:00 P.M.
COUNCIL CHAMBERS – 400 S. VINE ST.

MEMBERS PRESENT: Scott Kunkel-Chair, Brad Houk, David Seyler, Gary Burgett

MEMBERS ABSENT: Darrell Price

STAFF PRESENT: Nick Hanson, Mike Phillips, Jamie Lance, Michael Frank, Tom Dwyer and Vivian Petrotte

OTHERS PRESENT:

CALL TO ORDER:

The meeting was called to order by Scott Kunkel at 4:04 p.m. and a roll call was taken. A quorum was present

OLD BUSINESS:

There was no old business to discuss.

APPROVAL OF MINUTES:

Scott Kunkel asked for a motion to approve the minutes of the meeting held on September 5, 2013. Brad Houk made the motion to approve the minutes and David Seyler1 seconded the motion. Approved unanimously.

NEW BUSINESS:

Mr. Kunkel stated that we are looking at the adoption of the 2021 International Code Series and turned it over to Nick Hanson. Mr. Hanson said we are looking to adopt the 2021 ICC Code series. He stated that we are trying to minimize the changes and amendments that the City of Urbana is making themselves and stick as closely to the code as we can for simplicity and clarity. As a whole, we moved quite a few amendments from the past to make sure they correspond to the appropriate codes moving forward. He starting with the residential code and read from his memo regarding some of the significant changes from the old code to the new code. Several of those we don't know if we have a need to adopt, but may be in the future so want to try to be relevant and have access to the codes should they come up. He then asked for questions concerning the IRC.

Mr. Kunkel asked whether the vapor barrier change was related to radon? Mr. Hanson said that was a change in the code itself and not a change that the city was making.

Mr. Houk asked whether tiny homes was a thing now. Mr. Hanson said that they get questions on this all the time. There is speculation about development in northwest Urbana along with Carle hospital for the medically fragile population. Mr. Hanson discussed some of the

questions regarding tiny houses.

Mr. Kunkel asked what the process would be on how homebuilders in the community would be notified of these changes so they could begin to think about it and how it relates to upcoming work.

Mr. Hanson explained the timeline that he has. If it gets approval tonight, then it is on display for 30 days in the city clerk's office before it gets taken to council for approval. Then there is another 30 day waiting period where we notify the state that we are switching over to the 2021 code. During that time we will actually send an email to all the contractors that we have that it's been adopted and this is the prospective change. He said there will be a grace period.

Gary Burgett asked whether the communication would go to the design professionals. Mr. Hanson said he would do his best to make sure everyone was aware of it.

Mr. Phillips brought up there was a miscommunication and that it was not in either Nick or his memo but that the fire dept is proposing residential sprinkler systems in one and two family homes over 5000 gross square feet**.** Mr. Phillips offered some history and explained that with those large houses, they are mostly in a specific geographical area with larger setbacks, which delays the initial operations time to get lines in place to combat fires. Looking at the data, most houses that burned to the foundation have been in large open floor plan structures.

Mr. Kunkel asked how the code approached qualifying square footage. Does it include basements and garages?

Mr. Phillips said that maybe they should define it but that his interpretation is that includes basement, first floor, second floor, garage spaces, accessory structures that are attached to the building without any type of fire separation.

Mr. Hanson said it would not necessarily include garages as the 2021 code requires garages to have self-closing fire rated doors.

Mr. Hanson said that the code itself requires all houses to have sprinklers. In the past, we have always taken that out. They are now amending the code to only require it for houses above 5000 sq.ft.

Mr. Hanson said we would not require existing houses to retroactively install it.

Mr. Kunkel said they would not approve individual sections but go through all.

Mr. Hanson explained that the options at the end would be

1. Forward to council as is
2. Accept and forward to council with amendments
3. Not accept it and go back to the drawing board.

If there are specific things that we want to amend, then he would ask that we do that as we go through it so that at the end of the night we aren't asking what we talked about in the residential code.

Mr. Kunkel asked whether there were any other questions or comments regarding the residential code before they moved on.

Mr. Hanson then moved on to the building code. He stated that there were minimal changes that were made. If anything, they have reduced some of the amendments that were previously in there. He then summarized his memo regarding the significant changes. He stated that mass timber was one of biggest changes that was made and that had changed from the 2018 to the 2021.

Mr. Kunkel asked if there were any questions from the board regarding IBC adoption and changes.

Mr. Kunkel asked about the special inspections for the fire stopping systems. Is it driven by the time involved from an inspector's standpoint with trying to evaluate all these which can be pretty complicated and there tends to be a lot of fire stopping penetration details on residential buildings.

Mr. Hanson said this was an actual code change, not an amendment that there were making. He said a lot of it is the loss of property and lives. It's the quality of inspections. When a special inspector comes in, that's what they do day in and day out. To help ensure the large loss of live and property.

Mr. Kunkel asked if Mr. Hanson had any idea of the availability of that inspection service in our community. Mr. Kunkel said that they have used special inspectors in the past for things and frequently have had to use inspectors from the Chicago area as there are not a lot of local availability for that service or expertise who are willing to do that. From a practical application standpoint, is that something that developers, contractors or owners will be able to procure that service is a reasonable manner in our community.

Mr. Hanson said that in his time with the city, he can only think of one instance in Urbana that has exceeded 250 people in one project, and that would be the Gather. We do not have the high rises that you see across Wright St. so he does not think it is a concern.

Mr. Kunkel asked about the fire protection regarding 33.13 fire protection during construction and talking about an available water source. Mr. Hanson said that has resulted with larger buildings and when they start demolition, they take out the fire suppression system first. This is more to maintaining that there is something there that can be hooked to. It goes both ways, when they are building up and as they are tearing it down.

Mr. Phillips said that it safeguards against all construction. It requires fire protection water to be on site before combustible construction materials are on site.

Mr. Burgett said he had a question regarding automatic doors at accessible public entrances. It is in the 2021 code. Does that contradict what ADA and Illinois Accessibility Code say? ADA and IAC does not require automatic doors. Mr. Hanson said he thinks that was over 300 occupants. He looked it up in the code and the occupant load was greater than 300 and greater than 500. Mr. Kunkel asked if the same rules would apply for a renovation in an existing building that exceeds those occupant loads. Mr. Hanson said it would depend on whether it was a change in use. Mr. Kunkel asked if it was the same use, would they need to bring it up. Mr. Hanson said they would not.

Mr. Houk asked for clarification on 33.13. With new construction before combustibles are on the job site, there has to be a water service maintained that's accessible on all floors, summer, spring, fall and winter? Mr. Hanson said that is just a pipe. That doesn't mean they have to have water to it. Mr. Houk said the pipe has to be installed and maintained before combustibles can be installed. Is that an inspection?

Mr. Phillips said this would be for a large development. Is does not necessarily mean water service to the structure. Mr. Houk said he was talking vertical as well. Discussion followed on how this could be accomplished.

Mr. Phillips then presented his changes to the fire code. They have spent a lot of time looking at the past amendments and how they fit in to the new codes and determined that most of the amendments were proactive in their day. The goal was to eliminate any amendments that we could because the international codes do a really good job. Mr. Phillips then summarized his memo regarding significant changes. One was a local amendment regarding the motorized gates and doors. In the past we required either a knox key switch or a siren operated sensor to operate these gates. Sadly the siren operated sensor was well ahead of its technical abilities and failed miserably. We are now on a 800 MHz radio system in Champaign County. This allows us to operate gates and doors that have this system on it just like you would operate your garage door. They are eliminating siren operated sensors. With existing gates and doors we are asking for a sunset date for compliance. He said this is a relatively inexpensive upgrade, roughly $500 for the device and labor. They would like to have a sunset date of January 1, 2026.

He then said a local amendment that they are actually bringing over from Champaign's current amendments to their fire code is to allow the fire code official to require hold open devices on doors that are commonly found propped open during an inspection.

Another change is emergency fire watch by fire service personnel. It allows fire watch for fire protection systems that are out of service. We are proposing that we have the ability to bill for fire watch services. This will be mainly used for a compliance tactic. They are finding more and more that they are spending an hour or more on site waiting for a responder to show up so that we can turn the building over.

He then continued his summary. Another item was he then said one change they were asking

was that any building that requires a class 1 or a class 3 standpipe system to be hydraulically designed and have a 100 psi at the most remote location. He said for the most part, it will require a fire pump. This is an expense.

Another change – fire alarm monitoring. This has been a problem in the City of Urbana. A lot of multi-family buildings have fire alarm systems but they are a local system only, meaning it just alerts within that building. On average a 12 unit apartment building is a $600 cost to convert these over to monitored systems with an average of $25 to $50 dollars a month for monitoring fees. The proposal is that we set a sunset clause of January 1, 2028 to have all manual local fire alarm systems monitored.

Mr. Kunkel asked about the maintenance of the fire resistance rated construction, which is an ICC change, does it spell out a mechanism for what is expected of owner's? Mr. Phillips read that section of the code where it just said it must be maintained.

Mr. Kunkel asked about the fire doors propped open. What triggers it, one time, three time, etc. Mr. Phillips said it does not define how often we see it, it just says the fire code official has the authority to require hold open devices in certain situations where there are continued violations. This came from Champaign's amendments. Mr. Kunkel said he questions a blanket requirement for door hold open hardware when it's going to create other issues. Mr. Hanson said that there are steps that can be involved before it would get to that point. Mr. Phillips said they could appeal to the board. He said they could add some guidance for this.

Mr. Kunkel asked what the response time be for waiting for the maintenance person to arrive. Will the code specify a duration? ½ hour, hour?. Having an understanding on this will be helpful. Mr. Phillips said he was thinking 30 minutes. Mr. Kunkel said 30 minutes from when? Mr. Phillips said from contacting. Mr. Hanson said they may bill, not that they have to. Mr. Phillips asked Mr. Kunkel if 30 minutes would be an issue. Mr. Kunkel said it could be depending on location. Mr. Phillips changed it to 1 hour.

Mr. Hanson changed the amendment to state "the fire department may bill for fire watch services in excess of 60 minutes.

Jamie Lance stated that he had zero amendments to the 2020 NEC. He stated that he would like to add a maintenance level electrical certification as part of our licensing program. It's a much simpler test. Mr. Kunkel asked how it was achieved. Mr. Lance explained the testing. Mr. Lance then summarized what has been added to the NEC.

Mr. Kunkel asked for questions regarding the NEC. Mr. Houk asks about bonding. Mr. Lance explained that it was an option that Carle chooses to do and it is not required by the NEC.

Mr. Dwyer then summarized the memo listing the significant changes to the Property Maintenance Code and amendments that they are proposing. There were no questions.

Mr. Hanson said there were no significant changes to the mobile home section.

Section XI, flood hazard areas is directed by the State of Illinois and we were notified 6 to 9 months ago that our current guidance did not meet their guidance. This is a plug and play that we receive and Public Works is working on it and should have it next week. We can adopt it as they write it but it is not something that we are writing. It's basically something that the state supplies and says fill in your name and that sort of thing. If you are good with it, we can adopt it as they write it and I can send you copies to review.

Mr. Kunkel asked the board if anyone had any problem with it and no one did.

Mr. Hanson said that Corey Ireland, the plumbing/mechanical inspector was not there but that he had told Mr. Hanson there was no significant changes.

Mr. Kunkel said that the code said that we were adopting the Illinois Plumbing Code which is a state mandate but noted that the adopting ordinance said we are adopting the International Plumbing Code in parallel with that. Mr. Hanson said that it has always been the case and that we have only used it when it would be more stringent. There are a few instances where we've referred back to the plumbing code for additional clarity. First and foremost we enforce the Illinois Plumbing Code but if we can't find direction in the Illinois Plumbing Code we've gone back to the International Plumbing Code.

Mr. Kunkel asked if the Illinois Plumbing Code spoke specifically on an issue even if there was a more stringent requirement in the International Code would the Illinois Plumbing Code still govern or would you apply the more stringent from the International. Mr. Hanson said that they would stick with the Illinois Plumbing Code if it was addressed. Mr. Hanson said it is more a resource. Mr. Houk asked if they could add some verbiage that the Illinois Plumbing Code takes precedence. It was agreed and a discussion on the wording of how the International Plumbing Code was secondary. It was decided that The International Plumbing Code will be adopted as a secondary reference to the current Illinois Plumbing Code. In the event of conflicting requirements, the Illinois Plumbing Code shall govern.

Mr. Burgett asked if there were any amendments to the mechanical code. Mr. Hanson said there were no new amendments.

Mr. Kunkel asked if there was any general discussion or comments.

Mr. Houk thanked the staff for their hard work. Mr. Kunkel said he could echo that for all.

Mr. Kunkel said there were three options

Move to approve as presented

Move to approve with specified modifications

Move to deny and staff goes back to the drawing board.

Mr. Burgett moved to accept the adopting ordinance as presented with the items that have been discussed today.

Mr. Kunkel clarified that the motion that was before the board is to accept per option two to recommend approval of the adopting ordinance to city council along with specified modifications which are the modifications that were included within the course of the meeting and will be reflected in the minutes.

Mr. Houk seconded the motion

Mr. Kunkel asked for a roll call for the vote. Motion was approved 4-0.

Mr. Kunkel asked for public comment. There was none.

Mr. Kunkel asked for a motion for adjournment. Mr. Houk made the motion and Mr. Seyler seconded.

ADJOURNMENT:

The meeting was adjourned at 5:36 p.m.

Respectfully submitted,

Vivian Petrotte

BSCBA:vp

Ordinance No. _____

AN ORDINANCE ADOPTING BUILDING AND FIRE SAFETY CODES WITH ADDITIONS, DELETIONS, AND MODIFICATIONS AND REPEALING CERTAIN SECTIONS OF THE CODE OF ORDINANCES

(*Chapter Five of the Urbana Code of Ordinances - International Code Council's 2021 Code Series*)

WHEREAS, for the purpose of establishing rules and regulations to protect the public health, safety, and welfare with respect to the construction, alteration, moving, removal, demolition, equipment, use, occupancy, and maintenance of buildings and structures, the City of Urbana desires to adopt and to keep current building and fire safety codes; and

WHEREAS, 65 ILCS 5/1-3-2 and 50 ILCS 220/2 both provide that where rules, regulations, and codes for the construction of buildings have been printed in book form, such rules, regulations, and codes, or portions thereof, may be adopted by reference; and

WHEREAS, the Urbana Building Safety Code Board of Appeals reviewed the 2021 International Code Series at a meeting on March 22, 2023 and recommended adoption of said codes by the City of Urbana; and

WHEREAS, three copies of the 2021 International Code Series, including the International Building Code, International Residential Code, International Property Maintenance Code, International Mechanical Code, International Plumbing Code, and the International Fire Code, containing the rules and regulations hereafter adopted have been filed in the Office of the City Clerk for use and examination by the public for at least 30 days prior to their adoption; and

WHEREAS, although three copies of such Codes have been filed with the City Clerk as recited above, this Ordinance adopting such Codes as hereinafter set forth, is adopted pursuant to the provisions regarding home rule of the Illinois Constitution of 1970 and is to be regarded as an exercise of the home rule powers of the City of Urbana.

N**OW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

Section 1. All of Chapter 5 of the Urbana Code of Ordinances is hereby repealed upon this Ordinance taking effect.

Section 2. Nothing in this Ordinance or in the Building and Safety Codes herein adopted shall 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 under the Ordinance hereby repealed; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3. The attached Chapter 5 of the Urbana Code of Ordinances is hereby enacted, containing the following Articles:

Article I	General
Article II	Building Official
Article III	Board of Appeals
Article IV	Building Code

Article V	Residential Code for One- and Two-Family Dwellings
Article VI	Electrical Code
Article VII	Plumbing Code
Article VIII	Mechanical Code
Article IX	Property Maintenance Code
Article X	*Reserved*
Article XI	Flood Hazard Areas
Article XII	Mobile Home Parks and Mobile Homes
Article XIII	Fire Prevention Code

Section 4. Should any section, paragraph, sentence, clause, phrase, or word of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, or section.

Section 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect as of midnight on the 1st day of July, 2023.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2023.

_____

Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – BUSINESS ELEVATOR – 21ST CENTURY READINESS

(FY 2023-2024)

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

WHEREAS, Business Elevator has heretofore expressed their intent to operate 21st Century Readiness program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing $10,000 in City general funds to Business Elevator so as to operate and administer the 21st Century Readiness program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Urbana City Council Members

FROM: Kimberly I. Smith, Community Development Services Director
Breaden Belcher, Community Development Coordinator

DATE: May 11, 2023

SUBJECT: **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – BUSINESS ELEVATOR – 21ST CENTURY READINESS**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT – CU FARM TO SCHOOL

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

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – PICK-UP BASKETBALL LEAGUE

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – FRESH TEEN HANGOUT

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – OUTREACH SWIM LESSONS

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT – RAPE ADVOCACY, COUNSELING, & EDUCATION SERVICES – SURVIVOR SERVICES-TRAUMA THERAPY

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – BIG BROTHERS BIG SISTERS OF CENTRAL ILLINOIS – COMMUNITY-BASED MENTORING PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF

COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH ASSESSMENT CENTER

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – CRISIS NURSERY – SAFE CHILDREN PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – DREAAM – HOPE SCHOLARS MENTORING PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – RAPE ADVOCACY, COUNSELING, & EDUCATION SERVICES – SURVIVOR SERVICES-TRAUMA THERAPY

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – EAST CENTRAL ILLINOIS MUTUAL ASSISTANCE CENTER – NEWCOMER IMMIGRANT STUDENT SUPPORT

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – SOLA GRATIA – AGRICULTURAL EDUCATION PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – STEAM GENIUS DBA HIP HOP EXPRESS – URBANA LOVIN' U TOUR

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS – COMMUNITY STUDY CENTER

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS – URBANA YOUTH DEVELOPMENT PROGRAM

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC

OPPORTUNITY AGREEMENT – THE WELL EXPERIENCE – WELL KIDS LEARNING HUB

Introduction

This memorandum provides funding recommendations to the Urbana City Council for social service agencies that have applied to the City of Urbana Youth Services Grant Program. Staff recommends funding 13 agencies to support 17 programs in FY 2023-2024. Each program that staff recommends for funding has demonstrated a commitment and ability to serve Urbana youth from low-income families with the goal of having a lasting impact in the community. Recommended funding allocations can be found in Attachment I, and details regarding each program can be found in Attachment II. The scoring tool that was used to evaluate applications can be found in Attachment III.

Background

Through the Youth Services Grant Program, the City of Urbana seeks to fund local agencies that support the health, wellness, and opportunity of Urbana youth from early childhood (Kindergarten, Pre-K) through 22 years of age. The Youth Services Grant Program utilizes funding from three sources, City of Urbana general funds, Community Development Block Grant (CDBG), and a violence prevention grant from the State of Illinois Department of Commerce and Economic Opportunity (DCEO). The total amount available in FY 2023-2024 is $300,000.

Applications opened on February 3, 2023, and closed on March 31, 2023. Staff solicited applications by sharing information through the media, as well as County-wide social service groups, such as the Champaign County Continuum of Service Providers to the Homeless and the Human Services Council. Staff also posted information regarding the program to the City's website and social media accounts. Staff held two technical assistance sessions to answer questions about the program. These sessions took place on February 10, 2023, and March 14, 2023. The presentation materials as well as an FAQ document were publically available on the City's website.

Review & Scoring

On April 18, 2023, staff convened a committee to review and score the applications. The Committee consisted of Councilmember Maryalice Wu, Councilmember Grace Wilken, Community Development Commissioner DeShawn Williams, Sheila Dodd, and Breaden Belcher. The Committee utilized a scoring tool to evaluate applications and determine funding allocations. Staff provided this tool to applicants beforehand.

The Committee based funding recommendations on how closely the applicant's proposal met at least one of the applicable Council Goals and Priorities and/or key service areas as expressed in the Youth Services Grant Guiding Principles. The Committee also prioritized a program's ability to fill existing gaps in services to extremely low- and low-income persons when determining funding allocations. Additional considerations included the number of residents served by a program, as well as the anticipated long-term impact of the program.

Because the overall objective of the Youth Services Grant is to provide long-term support to extremely low- and low-income residents, the Committee analyzed an applicant's capacity by considering the following:

- Sound financial health as determined through agency audit/financial statements
- Ability to support the program beyond this coming fiscal year
- Capability to increase service to Urbana residents with additional funding
- Capacity to execute the grant project

Due to funding availability, the City cannot fund every program at 100% of the original request. Of the applications received, the Committee does not recommend funding Business Elevator's Unclog the Drain program. Furthermore, the Committee recommends reduced funding for Urbana Park District's FRESH Teen Hangout Zones program, and Big Brothers Big Sisters Community-Based Mentoring.

Funding recommendations for the 2023-2024 Youth Services Grant were brought before the City of Urbana Community Development Commission on April 25, 2023. The Commission reviewed the full list of recommendations and voted specifically to approve the commitment of $25,000 in CDBG funding for this program. The recommendations were forwarded to Committee of the Whole for final review and approval.

Fiscal Impacts

Funds for this program have been set aside and approved by Council. A total of $300,000 from three funding sources will support this year's program. General funds will provide $75,000, CDBG funds will provide $25,000, and State of Illinois DCEO funds will provide $200,000. Use of General funds is contingent upon approval of the City's FY 2023-2024 budget, and use of CDBG funds is contingent upon HUD approval of the City's Annual Action Plan. There will be no additional fiscal impacts on the City.

Options

1. Forward the proposed funding allocations for 17 programs to the Consent Agenda with a recommendation for approval.

2. Forward the proposed funding allocations, with changes, to the Consent Agenda with a recommendation for approval.

3. Do not recommend approval of the proposed funding allocations.

Recommendation

The Youth Services Grant Committee and the Urbana Community Development Commission recommend the Urbana City Council approve the proposed Youth Services Grant funding recommendations provided in the attached Recommendations Table.

Attachments

I. Funding recommendations
II. Program descriptions
III. Application Scoring Tool

Attachment I
Funding Recommendations

Agency	Program	Funding Request	Funding Recommendation
Business Elevator	21 Centruy Readiness	$ 25,000.00	$10,000.00
Business Elevator	Unclog the Drain	$ 25,000.00	$0.00
DREAAM Opportunity Center	Hope Scholars Mentoring Program	$ 5,000.00	$5,000.00
Youth Assessment Center- Youth Service (RPC)	Youth Assessment Center	$ 5,000.00	$5,000.00
Big Brothers Big Sisters	Community-Based Mentoring Program	$ 17,900.00	$10,000.00
Well Family Care Programs	Well Kids Learning Hub	$ 10,000.00	$10,000.00
Champaign-Urbana Public Health District	CU Farm to School	$ 37,385.00	$37,385.00
Crisis Nursery Safe Children Program	Safe Child Program	$ 50,000.00	$50,000.00
Urbana Park District	Youth Scholarship Program	$ 10,000.00	$10,000.00
Urbana Park District	Pick-up Basketball League	$ 7,920.00	$7,920.00
Urbana Park District	FRESH Teen Hangout Zones	$ 10,120.00	$5,060.00
Urbana Park District	Outreach Swim Lessons	$ 3,820.00	$3,820.00
Rape Advocacy, Counseling, & Education Services	Survivor Services - Trauma Therapy	$ 50,000.00	$50,000.00
Hip Hop Xpress	Urbana Lovin' U Tour	$ 30,284.00	$30,284.00
Refugee Center FY24	Newcomer Immigrant Student Support	$ 15,000.00	$15,000.00
Urbana Neighborhood Connections Center	Community Study Center	$ 20,000.00	$20,000.00
Urbana Neighborhood Connections Center	Youth Development Program	$ 15,000.00	$15,000.00
Sola Gratia Farm	Agricultural Education Program	$ 13,625.00	$13,625.00
		$ 351,054.00	**$298,094.00**

Attachment II
Program Descriptions

BUSINESS ELEVATOR – 21ST-CENTURY READINESS

21ST Century Readiness is a program designed to be a recurring, 6-week or 8-week course that focuses on the 21st Century Readiness of youth and young adults. This program will focus on overviewing essential skills such as learning, digital literacy, and life skills. Business Elevator expects to enroll up to 20 participants per five cohorts, with a 100% completion rate. They expect to transition 75% of program participants into the workforce and/or entrepreneurial pipeline by connecting them with additional opportunities to deepen and practice the workforce or entrepreneurial principles. The total amount of awarded funding is $10,000. This funding will be used to pay for program and curriculum supplies, telecommunications, professional support, and marketing and advertising costs.

CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT – CU FARM TO SCHOOL

CU Farm to School supports the development of a 50+ member steering, four Urbana school gardens, and 11 positions within the school district. CU Farm to School has offered opportunities for thousands of students to consume locally sourced foods through taste tests and the annual Great Apple Crunch, in which students "crunch" into a locally grown apple and engage with a variety of apple-themed curricula. CU Farm to School is currently in the process of developing 21 nutrition and agriculture-focused curriculum kits for in-classroom use for grades pre-K through 5th, as well as exploring opportunities to integrate locally sourced foods into the cafeteria. In the coming year, CU Farm to School intends to continue making Farm to School programming accessible to all students across the district, by providing hands-on learning opportunities, integrated nutrition, and agriculture for students. In addition to funding provided by the USDA, CU Farm School will be able to increase its programmatic reach to Urbana students. The funding awarded to CUPHD for this program is $37,385. These funds will be used to pay salaries, fringe benefits, and supplies for the events and activities that take place within this program. Examples of activity supplies needed are seeds, plants, compost, soil testing kits, sampling supplies, educational materials, curriculum materials, and field trip expenses.

URBANA PARK DISTRICT – YOUTH SCHOLARSHIP PROGRAM

The Youth Scholarship Program helps families with financial needs take advantage of Park District programs. The Youth Scholarship Program is a critical resource for many local families to ensure that their children have a safe and enriching space to be during the day while school is out. It is important in helping introduce children to structured recreational activities such as youth sports, swimming lessons, and arts programs, as well as increasing youth access to membership-based recreational facilities, such as the Crystal Lake Park Family Aquatic Center and the future Health & Wellness Center. There are many different ways the Youth Services Grant funds might be used. Camps are one of the most requested scholarships. Using that as an example, with $10,000 in funding, UPD could provide full scholarships for an additional 10 participants for 10 weeks of summer camp. The requested funding will be put towards covering administrative costs, supplies for various activities throughout the 10 weeks, new equipment, and facility maintenance costs.

URBANA PARK DISTRICT – PICK-UP BASKETBALL LEAGUE

Urbana Park District is looking to extend basketball opportunities to high school students by offering a High School Pick-Up Basketball League. This would be in addition to our current basketball programs that serve about 150 kids in grades K-8: Preseason Shooters and Hoopsters. This new league will run one day a week for seven weeks in February-March and seven weeks in August-September. No registration or fee will be required. Funds from this grant will enable the UPD to provide two seasons per year of this new, free, high school basketball pick-up league, which encourages positive communication, respect, and leadership in youth sports activities. This program expects to see the weekly participation of 20-40 high

school students. UPD was awarded $7,920 in funding for their Pick-Up Basketball League. These funds will be used to purchase new equipment, jerseys, pay for gym staff and gym space, as well as awards and trophies.

URBANA PARK DISTRICT – FRESH TEEN HANGOUT ZONES

FRESH Teen Hangout Zones are a monthly program for teens that provide a safe and welcoming place for youth to enjoy activities such as painting, drawing, gaming, or just socializing. The UPD FRESH Teen Hangout Zones offer dinner, refreshments, and a vast array of activities, all free of charge. With growing participation in these programs, the UPD needs to hire additional staff and increase their on-hand supplies to maintain the program. Funding from this grant will allow the UPD to maintain its momentum and allow the program to continue its growth. Approximately 500 teens have attended FRESH Hangout Zones since the program's launch in March 2022, taking part in activities such as video gaming, board games, interactive soccer walls, outdoor yard games, make-and-take crafts, s'mores on the fire pit, and more. Most recently, over 100 teens attended the FRESH Teen Hangout Zone hosted in March 2023. UPD was awarded $5,060 for its FRESH Teen Hangout program. These funds will be used to purchase food and beverages, kitchen supplies, digital and physical game, and to pay for the staffing costs.

URBANA PARK DISTRICT – OUTREACH SWIM LESSONS

The Urbana Park District hopes to expand its swim lesson programs at no cost to its outreach partners, such as the Urbana Neighborhood Connections Center and The Well Experience. The focus of these programs will be to teach younger-aged groups of youth to become comfortable in the water through play and instruction while learning basic swimming skills. Older groups of youth will work on developing advanced swimming techniques and building their strength to be able to swim longer distances. The UPD plans to utilize funding to foster a collaborative approach with its outreach partners to allow for a more seamless and reliable mode of transportation for youth to attend these lessons. Overall, the UPD's extension of its swimming lesson program to include Outreach Swim Lessons will remove two common barriers to participation: cost and transportation. The program expects to be able to run at a capacity of serving 200 youth. UPD was awarded $3,820 for its Outreach Swim Lesson program. They will use the awarded funding to purchase backup swimsuits and swim caps for youth in need, as well as to pay for staffing costs of swim instructors, supervisors, and lifeguards.

RAPE ADVOCACY, COUNSELING, & EDUCATION SERVICES – SURVIVOR SERVICES-TRAUMA THERAPY

Therapy services at RACES are part of the agency's Survivor Services Program. Master's level clinicians provide trauma-informed, culturally competent therapy through multiple treatment modalities. RACES advocates respond to the emergency department to provide emotional support, explain the survivor's rights and options, and provide new clothing and hygiene products, as directed by the survivor. RACES' Legal Advocates provide support to survivors who are navigating the legal system through court accompaniment, support filing for protective orders, and direct intervention to help survivors access victims' services programs. If fully funded, the agency plans to hire a therapist devoted to serving youth, specifically one that would spend at least 75% of their time serving Urbana youth. This therapy service will be able to benefit approximately 190 individuals. RACES was awarded $50,000.This funding will be put towards paying wage and benefits compensation for the new Youth Therapist.

BIG BROTHERS, BIG SISTERS OF CENTRAL ILLINOIS – COMMUNITY-BASED MENTORING PROGRAM

Funding from this grant will be used to provide community-based mentoring services to children living in Urbana. Big Brothers, Big Sisters staff will recruit, screen, and train community volunteers to be placed with children who are considered more vulnerable to failure because of adverse childhood experiences and trauma. Big Brothers, Big Sisters will continue to support current mentoring relationships but also expand programming to new children who need positive one-to-one mentoring relationships. We offer ongoing training and activities for mentors and parents, help parents access additional resources in the community, and assist the relationships to develop safely and successfully. Last year, Big Brothers, Big

Sisters worked with 22 Urbana children who received over 1600 hours of mentoring services and 600 in-person visits between the children and their mentors over 12 months. With the City of Urbana funding, Big Brothers, Big Sisters will be able to continue mentoring services for these youth and expand to provide services to an additional 10 children during the 2023-2024 funding year. Big Brothers, Big Sisters was awarded $10,000. These funds will be put towards program expenses such as purchasing office supplies, program supplies, conferences, and training events for mentors and staff, paying State dues, and covering the cost of food, publicity, and promotional materials for the program.

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH ASSESSMENT CENTER

CCRPC seeks funding to continue to provide Youth Assessment Center services to at-risk youth, aged 10-17, residing in Urbana. The YAC serves as the primary center for intake, screening, and service connection for Champaign County youth and families. Case managers at YAC make professional treatment recommendations based on the screening results and support youth through follow-up case management. Youths screened with existing levels of either complex trauma or the presence of trauma in congruence with low protective factors will be offered more intensive follow-up services. If the youth is referred by law enforcement, they may be placed on a station adjustment and mandated to participate in Court Diversion Services, such as peer court or victim-offender mediation. This program overall has the capacity to serve 200 Urbana youth. CCRPC was awarded $5,000. These funds will be utilized to pay salaries and fringe benefits for full-time staff and cover operating costs, transportation expenses, equipment purchases, and consumables needed to run the program.

CRISIS NURSERY – SAFE CHILDREN PROGRAM

Crisis Nursery's Safe Children program provides emergency childcare for children aged birth through six years old, whose families are experiencing a crisis. Crisis Nursery is the only 24-hour emergency-based childcare facility open 24 hours, 365 days a year for the community, and comes with no associated fees or income eligibility requirements. In FY22, Crisis Nursery had 3,251 admissions in the Safe Children program and provided 17,775 hours of crisis care. Urbana children make up nearly 30% of the total children served in their Safe Children Program. Countywide, the demand for Crisis Nursery services continues to rise. Crisis Nursery anticipates serving an additional 50 Urbana children with this funding. Crisis Nursery was awarded $50,000. These funds will be used to cover costs such as payroll, benefits, and staff training opportunities, as well as for fundraisers, program supplies, transportation, and public awareness.

DREAAM – HOPE SCHOLARS MENTORING PROGRAM

Hope Scholars aims to provide group-mentoring services to middle school-aged Black boys in the Urbana area. These services will utilize trauma-informed and strength-based techniques to promote resilience, trauma healing, and academic/socio-emotional success. Students who have access to this mentoring program at their school are shown to have an increase in high-school successes, such as achieving higher GPAs and receiving higher college acceptance rates, than those who do not have access to these programs. Along with preparing participants for high school and beyond, the program helps to build resiliency that is applicable in all areas of a student's life. DREAAM's Hope Scholars Mentoring Program expects to serve 15 members of Urbana's youth this upcoming year. DREAAM was awarded $5,000. This funding will be used to pay for expenses such as school field trips, transportation, curriculum materials, and new technology purchases and cover the costs associated with staffing needed to run the mentoring program.

EAST CENTRAL ILLINOIS MUTUAL ASSISTANCE CENTER – NEWCOMER IMMIGRANT STUDENT SUPPORT

The Newcomer Immigrant Student Support Program is focused on newcomer Afghan students that arrived in our area after the evacuation of Kabul in August 2021. Since October 2021, there has been a steady stream of Afghan families arriving in Urbana, and these children have struggled in school, both with English acquisition and social interactions with other students. Due to the urgent need to supplement

educational experiences for these newcomer Afghan students, the proposed funding amounts would be utilized to increase staff time, pay for background checks, and supplies, and to increase our outreach efforts to recruit additional volunteers. Since Urbana already has a large population of Congolese and Afghan immigrants, we can expect additional refugees to be placed in our area, increasing student participation in this program by up to 45 students. The Newcomer Immigrant Student Support Program was awarded $15,000. These funds will be used to pay salaries, benefits, conferences, and staff development opportunities for employees, as well as for transportation, program supplies, and in-house printing fees.

SOLA GRATIA – AGRICULTURAL EDUCATION PROGRAM CENTER

The proposed expansion to the agricultural education program will target two primary populations, youth in 8th grade at Urbana Middle School and preschool-aged students at Urbana Head Start. With support from this grant, Sola Gratia would be able to invite the incoming 8th-grade class at UMS on a series of field trips to their farm. Students would utilize these field trips as an opportunity to explore agricultural education concepts through hands-on science activities, such as soil coring, testing, pollination, insect management, seeding, and plant science. Students would also be allowed to participate in completing practical on-farm work such as harvesting produce or planting crops to be donated to community hunger relief programs. Additionally, Urbana Head Start students would also be allowed to participate in on-farm and in-classroom educational experiences specifically selected to be appropriate for preschoolers. This preschool age group is one that Sola Gratia could not previously work with before. Head Start students would have opportunities to taste-test farm-fresh produce, learn about plant growth through hands-on, interactive art- and play-based activities, as well as be able to safely explore a real working farm. Sola Gratia's agricultural education program currently reaches between 500-700 individuals annually, with ages ranging from adolescence to adulthood. With the expansion of these two target group programs, Sola Gratia expects to be able to reach an additional 350 individuals, specific to the 8th-grade and preschool populations. Sola Gratia was awarded $13,625. These funds will be used to pay staffing and administrative costs, as well as program supplies such as produce, snacks and beverages, hand tools, farming equipment, and art, science, and printing supplies.

STEAM GENIUS DBA HIP HOP EXPRESS – URBANA LOVIN' U TOUR

The STEAM Genius Lovin' U Tour is an educational enrichment and social development program designed to expose and connect young people to a pathway of career opportunities and leadership development. This program aims to arm students with dreams, confidence, and the skills necessary to pursue these dreams, while also building relationships across social groups to aid in preventing social tensions that lead to conflict and violence. On the Lovin' U tour, Urbana students will be exposed to technologies that get their attention and then learn about Street College to help further their development. Street College prepares students for higher learning through STEM/STEAM-based applied learning activities. Urbana funding is being requested for Lovin' U Tour because it stops at 10 Urbana schools, at Freedom School, Jettie Rhodes Day, and Urbana Neighborhood Connections. The STEAM Genius Lovin' U Tour expects to reach a capacity to serve 4000 residents. The Urbana Lovin' U Tour was awarded $30,284. These funds will be utilized to cover the costs of staff salaries, benefits, administrative costs, and purchasing program equipment.

URBANA NEIGHBORHOOD CONNECTIONS CENTER – COMMUNITY STUDY CENTER

During the academic school year, the Community Study Center usually enrolls around 60 youth for after-school study activities, and college and career initiatives, and provides enriching activities for days when school is not in session. After-school homework and tutorial sessions are offered Monday through Friday for children in grades K-12, where staff assist children with academic enrichment activities assigned by their classroom teacher or by UNCC's Activity Leaders. During the summer break, UNCC conducts an eight-week Summer Enrichment Camp in which youth are provided small group morning academic

enrichment sessions focused on reading, writing, and math along with social/emotional developments and digital literacy. Recreational and leisure activities in the afternoon are designed for youth in grades K-12. With this additional funding, UNCC will have the capacity to continue this program and to serve 75 members of Urbana's youth. UNCC was awarded $20,000 for its Community Study Center. These funds will be used to pay staff salaries, benefits, building and vehicle maintenance costs, and program supplies such as office and school supplies and academic materials.

URBANA NEIGHBORHOOD CONNECTIONS CENTER – URBANA YOUTH DEVELOPMENT PROGRAM

Urbana's Youth Development Program operates as a comprehensive college and career readiness initiative mainly targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce. Since the fall of 2012, UYDP youth have benefited from weekly check-ins on academic status, twice-monthly individual and group mentoring with students attending local colleges, participation in out-of-state college tours, and one-to-one assistance with the completion of the college application process. In addition to the above college preparation enrichment, participants engaged in monthly digital and community-wide workforce exploration experiences including tours to local professionals, para-professionals, factories, and other employment establishments. With the addition of the requested funding, UNCC will be able to continue to provide the aforementioned services and will be able to take on 15 members of Urbana's youth. UNCC was awarded $15,000 for its Youth Development Program. These funds will be used to cover expenses such as staff salaries, benefits, transportation, building and vehicle maintenance costs, school and office supplies and academic materials.

THE WELL EXPERIENCE – FAMILY CARE PROGRAM

The Well Experience plans to utilize Urbana's Youth Services funding to enhance its year-round education and systems of care for families with children aged birth to 22 years. The programming included in these systems focused on four main areas: educational support and enrichment for school-age children, such as case management for Well Teen Moms; Parent and youth mentoring and family engagement; counseling, wraparound support, and case management for families in a crisis; and economic support and workforce development skills for youth and young adults. All of these activities center on the concept of building long-term positive relationships within and among families. With the addition of this grant funding, The Well Experience plans will be able to continue providing transportation, childcare services, family meals, wraparound care, advocacy, counseling, mentoring services, social service, and justice systems to families enrolled in their program. The Well Experience expects to be able to serve an additional 150 Urbana youth with the addition of these funds. The Well Experience was awarded $10,000. These funds will be used to cover increased operational costs, field trips, and various program supplies.

Attachment III.

Application Scoring Tool

FY 23-24 City of Urbana Youth Services Grant Program Application Evaluation Criteria		
Agency Name:	**Program Name:**	
Program Eligibility (Unscored)	**Y/N**	*Proposals must meet each of the program eligibility criteria in order to be considered for funding*
1. Program addresses at least one key service area		
2. All required application documentation has been submitted as prescribed		
3. Applicant attended one grant workshop		
Criteria	**Score**	**Scoring Benchmark**
1. Proposed program meets an unmet need or gap in service in the community		**Yes (3); No (0)** ***Based on narrative***
2. Agency has experience securing and managing grant awards		**Yes (1); No (0)** ***Based on budget narrative***
3. Agency demonstrates capacity to operate program beyond this year's funding		**Yes (2); No (0)** ***Based on narrative***
4. Proposed program increases services rather than replacing existing services		**Yes (1); No (0)** ***Based on narrative***
5. Agency has clearly defined success measures to demonstrate program impact		**Yes (1); No (0)** ***Based on narrative***
6. Agency has experience successfully offering similar programming		**Yes (1); No (0)** ***Based on narrative***
7. Agency leverages funds to support program		**Yes (2); No (0)** ***Based on budget narrative***
8. Program costs are reasonable		**Yes (2); No (0)** ***Based on budget***
9. Applicant demonstrates experience collaborating with other organizations		**Yes (2); No (0)** ***Based on narrative***
10. More than 51% of agency Board is composed of BIPOC members		**Yes (5); No (0)** ***Based on Section G***
Maximum Score: 20		

Scoring: *Agencies with higher scores are not guaranteed funding. Numeric scores are used as a guideline for the selection committee to ensure a fair and objective process. The narratives provided in the application will help guide the selection committee in determining an agency's fitness to use the funds and serve an unmet need for extremely low to very-low income Urbana Residents.*

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT – CU FARM TO SCHOOL

(FY 2023-2024)

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

WHEREAS, Champaign-Urbana Public Health District ("CUPHD") has heretofore expressed their intent to operate CU Farm to School program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing $37,385 in City general funds to CUPHD so as to operate and administer the CU Farm to School program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2023-2024

Grantee Name	Champaign-Urbana Public Health District
Grantee Address	201 W Kenyon Rd, Champaign, IL 61820
Program Name:	CU Farm to School

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award**. Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to $37,385.00 for use in administering the following program (the "Program"): CU Farm to School. This program provides hands-on learning opportunities, integrated nutrition and agriculture education that meets curricular standards, opportunities for Urbana students to engage with and consume locally-grown foods (including those grown on each Urbana school campus), and the development of paid internship opportunities for Urbana High School students.

2. **Allowable Costs**. The Grantee shall use funds only for the following costs related to the operation and administration of the Program including staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. **Disbursement**. The funding year will commence on July 1, 2023 and end on June 30, 2024. The City will disburse the grant award in an amount not to exceed $37,385 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.

4. **Reporting**. The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. Along with each request for reimbursement, the Grantee must submit a Youth Grant Reporting Form no less than once per quarter along with supporting expenditure documentation.

5. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement**. The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse

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

7. **Nondiscrimination**. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination**. This agreement will remain in effect until June 30, 2024, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

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

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

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

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

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

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

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

Grantee
Jennifer Lotton, Program Coordinator
Champaign-Urbana Public Health District
201 W Kenyon Rd
Champaign, IL 61820
jlotton@c-uphd.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 S Vine St
Urbana, IL 61801
sedodd@urbanaillinois.us

15. **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.

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

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

[Signature page follows]

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

Grantee	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	By: _____
Name Secretary	Phyllis D. Clark City Clerk
Date: _____, 2023	Date: _____, 2023

RESOLUTION NO. _____

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

(FY 2023-2024)

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

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

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

Section 1. That the Agreement providing $10,000 in City general funds to Urbana Park District so as to operate and administer the Youth Scholarship Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2023-2024

Grantee Name	Urbana Park District
Grantee Address	303 W University Ave, Urbana, IL 61801
Program Name:	Youth Scholarship Program

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award**. Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to $10,000.00 for use in administering the following program (the "Program"): Youth Scholarship Program. This program helps families with financial need take advantage of park district programs.

2. **Allowable Costs.** The Grantee shall use funds only for the following costs related to the operation and administration of the Program including staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. **Disbursement**. The funding year will commence on July 1, 2023 and end on June 30, 2024. The City will disburse the grant award in an amount not to exceed $10,000 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.

4. **Reporting**. The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. Along with each request for reimbursement, the Grantee must submit a Youth Grant Reporting Form no less than once per quarter along with supporting expenditure documentation.

5. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement**. The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination**. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination**. This agreement will remain in effect until June 30, 2024, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

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

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

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

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

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

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

Grantee
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khbeccue@urbanaparks.org

City of Urbana
Sheila Dodd, Manager
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City of Urbana
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15. **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.

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

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

[Signature page follows]

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

Grantee	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	By: _____
Name Secretary	Phyllis D. Clark City Clerk
Date: _____, 2023	Date: _____, 2023

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – PICK-UP BASKETBALL LEAGUE

(FY 2023-2024)

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

WHEREAS, Urbana Park District has heretofore expressed their intent to operate Pick-Up Basketball League utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing $7,920 in City general funds to Urbana Park District so as to operate and administer the Pick-Up Basketball League in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2023-2024

Grantee Name	Urbana Park District
Grantee Address	303 W University Ave, Urbana, IL 61801
Program Name:	Pickup Basketball League

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award**. Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to $7,920.00 for use in administering the following program (the "Program"): Pickup Basketball League. This program will provide basketball opportunities to high school students one day a week for 7 weeks in February-March and 7 weeks in August-September. No registration or fee is required.

2. **Allowable Costs**. The Grantee shall use funds only for the following costs related to the operation and administration of the Program including staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. **Disbursement**. The funding year will commence on July 1, 2023 and end on June 30, 2024. The City will disburse the grant award in an amount not to exceed $7,920 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.

4. **Reporting**. The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. Along with each request for reimbursement, the Grantee must submit a Youth Grant Reporting Form no less than once per quarter along with supporting expenditure documentation.

5. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement**. The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the

agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination**. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination**. This agreement will remain in effect until June 30, 2024, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

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

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

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

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

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

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

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

Grantee
Kelsey Beccue, Development Manager
Urbana Park District
303 W University Ave
Urbana, IL 61820
khbeccue@urbanaparks.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 S Vine St
Urbana, IL 61801
sedodd@urbanaillinois.us

15. **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.

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

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

[Signature page follows]

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

Grantee	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	By: _____
Name Secretary	Phyllis D. Clark City Clerk
Date: _____, 2023	Date: _____, 2023

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – FRESH TEEN HANGOUT

(FY 2023-2024)

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

WHEREAS, Urbana Park District has heretofore expressed their intent to operate FRESH Teen Hangout Zones utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing $5,060 in City general funds to Urbana Park District so as to operate and administer the FRESH Teen Hangout Zones in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2023-2024

Grantee Name	Urbana Park District
Grantee Address	303 W University Ave, Urbana, IL 61801
Program Name:	FRESH Teen Hangout Zones

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award**. Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to $5,060.00 for use in administering the following program (the "Program"): FRESH Teen Hangout Zones. This program is a monthly program for teens that provides a safe and welcoming place them to enjoy activities such as painting, drawing, gaming or just socializing.

2. **Allowable Costs**. The Grantee shall use funds only for the following costs related to the operation and administration of the Program including staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. **Disbursement**. The funding year will commence on July 1, 2023 and end on June 30, 2024. The City will disburse the grant award in an amount not to exceed $5,060.00 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.

4. **Reporting**. The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. Along with each request for reimbursement, the Grantee must submit a Youth Grant Reporting Form no less than once per quarter along with supporting expenditure documentation.

5. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement**. The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the

agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination**. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination**. This agreement will remain in effect until June 30, 2024, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

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

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

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

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

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

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

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

Grantee
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khbeccue@urbanaparks.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
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15. **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.

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

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

[Signature page follows]

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

Grantee	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	By: _____
Name Secretary	Phyllis D. Clark City Clerk
Date: _____, 2023	Date: _____, 2023

CITY OF URBANA
YOUTH SERVICES GRANT PROGRAM FUNDING AGREEMENT

Fiscal Year 2023-2024

Grantee Name	Urbana Park District
Grantee Address	303 W University Ave, Urbana, IL 61801
Program Name:	Outreach Swim Lesson

This Youth Services Grant Program Funding agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named grantee, an Illinois not-for-profit agency (the "Grantee"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Grant award**. Subject to the terms of this agreement, the City hereby grants to the Grantee and the Grantee hereby accepts a grant of up to $3,820.00 for use in administering the following program (the "Program"): Outreach Swim Lessons. This program will offer swim lessons to outreach partners at no cost.

2. **Allowable Costs**. The Grantee shall use funds only for the following costs related to the operation and administration of the Program including staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. **Disbursement**. The funding year will commence on July 1, 2023 and end on June 30, 2024. The City will disburse the grant award in an amount not to exceed $3,820 in accordance with the provisions of this agreement. Prior to the first payment, the Grantee will provide to the City one signed copy of this agreement.

4. **Reporting**. The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. Along with each request for reimbursement, the Grantee must submit a Youth Grant Reporting Form no less than once per quarter along with supporting expenditure documentation.

5. **Recordkeeping and inspection.** The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

6. **Reimbursement**. The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that the Grantee does not use to administer the Program by the end of the funding year stated above or upon termination of this agreement. The Grantee also shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the City's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination**. No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law.

8. **Termination**. This agreement will remain in effect until June 30, 2024, inclusive, unless sooner terminated as provided in this agreement. If the Grantee fails or neglects to comply with any provision of this agreement, the City may terminate this agreement upon a 30-day written notice to the Grantee. The Grantee's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

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

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

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

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

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

14. **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.

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City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 S Vine St
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sedodd@urbanaillinois.us

15. **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.

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

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

[Signature page follows]

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

Grantee	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	By: _____
Name Secretary	Phyllis D. Clark City Clerk
Date: _____, 2023	Date: _____, 2023

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT YOUTH SERVICES AGREEMENT – URBANA PARK DISTRICT – OUTREACH SWIM LESSONS

(FY 2023-2024)

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

WHEREAS, Urbana Park District has heretofore expressed their intent to operate Outreach Swim Lessons utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing $3,820 in City general funds to Urbana Park District so as to operate and administer the Outreach Swim Lessons in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

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

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT

Subrecipient Name	Rape Advocacy, Counseling, & Education Services
Project Name:	Survivor Services Program – Trauma Therapy
Project No.	2324DY-1
Project Address:	301 S Vine St. Suite 211, Urbana, IL 61801

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Survivor Services Program – Trauma Therapy. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $25,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient
Jaya Kolisetty
Executive Director
Rape Advocacy, Counseling, & Education Services
301 S. Vine St., Ste. 211
Urbana, Illinois 61801
executive.director@cu-races.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient

By: _____
Name
President

Date: _____, 2023

By: _____
Name
Secretary

Date: _____, 2023

City of Urbana, Illinois

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2023

Attest:

_____
Phyllis D. Clark
City Clerk
Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-1 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-1 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-1.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   Services provided by the agency include providing trauma-informed, culturally competent therapy through multiple treatment modalities, utilizing approaches that best meet the goals and the needs identified by clients. This will include the agency's crisis intervention and advocacy services. RACES has trained staff and volunteers available to provide support 24/7 through the agency's sexual assault crisis hotline. Walk-in crisis intervention services are available in-person Monday-Friday 8:30am-5pm at the agency's office. Medical advocacy is also available 24/7. Advocates respond to the emergency department to provide emotional support, explain survivor's rights and options, and provide new clothing and hygiene products, as directed by the survivor. RACES' Legal Advocates provide support to survivors who are navigating the legal system through court accompaniment, support filing for protective orders, and direct intervention to help survivors access victims' services programs.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 189 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$25,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – RAPE ADVOCACY, COUNSELING, & EDUCATION SERVICES – SURVIVOR SERVICES-TRAUMA THERAPY

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant City; and

WHEREAS, Rape Advocacy, Counseling, & Education Services ("RACES") has heretofore expressed their intent to operate a Survivor Services-Trauma Therapy program utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing twenty five thousand and 00/100 dollars ($25,000.00) to RACES so as to operate and administer Survivor Services-Trauma Therapy in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT – RAPE ADVOCACY, COUNSELING, & EDUCATION SERVICES – SURVIVOR SERVICES-TRAUMA THERAPY

WHEREAS, On June 10, 2020, the Urbana City Council passed Ordinance No. 2020-06-031 approving the City of Urbana and Urbana HOME Consortium Consolidated Play FY 2020-2024 and Annual Action Plan FY 2020-2021 authorizing certain activities under the Public Service Activity Program; and

WHEREAS, on April 24, 2023, the Urbana City Council passed Resolution No. 2023-04-032R approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2023-2024 authorizing certain activities under the Public Service Programs; and

WHEREAS, Rape Advocacy, Counseling, & Education Services ("RACES") has heretofore expressed their intent to operate a Survivor Services-Trauma Therapy program utilizing Community Development Block Grant Public Service funds.

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

Section 1. That an Agreement providing twenty five thousand and 00/100 dollars ($25,000.00) to RACES so as to operate and administer Survivor Services-Trauma Therapy in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Subrecipient Name	Rape Advocacy, Counseling, & Education Services
Project Name:	Survivor Services Program – Trauma Therapy
Project No.	2324-Youth-01
Project Address:	301 S Vine St Suite 211, Urbana, IL 61801
CFDA No.	14.218

This Community Development Block Grant ("CDBG") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 CDBG Program grant funds to the following project (the "Project"): Survivor Services Program – Trauma Therapy. This funding is contingent upon acceptance of the City of Urbana and Urbana HOME Consortium FY23-24 Annual Action Plan by the U.S. Department of Housing and Urban Development ("HUD").

The City has been designated as an entitlement community by HUD under the Housing and Community Development Act of 1974, as amended (the "Housing Act"). As an entitlement community, the City will receive CDBG Program grant funds for the period beginning July 1, 2023 and ending June 30, 2024. The Urbana City Council has adopted an annual action plan for the same period. The Annual Action Plan allocates a CDBG budget and authorizes establishment of public service/public facilities and improvement activities to be sponsored by non-profit agencies in the general Urbana area. The City has the right and authority under the CDBG Program to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $25,000 in CDBG Program grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control, nor does this agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing Act. This agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing Act. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives CDBG Program grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient CDBG Program grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and HUD may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable HUD regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and HUD during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of CDBG Program grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and HUD on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon HUD.

7. Term. This agreement will remain in effect until June 30, 2024 inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of HUD. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

16. 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.

<u>Subrecipient</u>
Jaya Kolisetty
Executive Director
Rape Advocacy, Counseling, & Education Services
301 S. Vine St., Ste. 211
Urbana, Illinois 61801
Executive.director@cu-races.org

<u>City of Urbana</u>
Sheila Dodd, Manager
Interim Director
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD;

(2) It will furnish the City and HUD such information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or HUD;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the City or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to HUD for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

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

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.

Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

A. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.

G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal

assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324-Youth-01 of the Urbana CDBG Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 2324-Youth-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 2324-Youth-01.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   Services provided by the agency include providing trauma-informed, culturally competent therapy through multiple treatment modalities, utilizing approaches that best meet the goals and the needs identified by clients. This will include the agency's crisis intervention and advocacy services. RACES has trained staff and volunteers available to provide support 24/7 through the agency's sexual assault crisis hotline. Walk-in crisis intervention services are available in-person Monday-Friday 8:30am-5pm at the agency's office. Medical advocacy is also available 24/7. Advocates respond to the emergency department to provide emotional support, explain survivor's rights and options, and provide new clothing and hygiene products, as directed by the survivor. RACES' Legal Advocates provide support to survivors who are navigating the legal system through court accompaniment, support filing for protective orders, and direct intervention to help survivors access victims' services programs.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 189 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$25,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – EAST CENTRAL ILLINOIS MUTUAL ASSISTANCE CENTER – NEWCOMER IMMIGRANT STUDENT SUPPORT

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, East Central Illinois Mutual Assistance Center has heretofore expressed their intent to operate a Newcomer Immigrant Student Support utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing fifteen thousand and 00/100 dollars ($15,000.00) to East Central Illinois Mutual Assistance Center so as to operate and administer Newcomer Immigrant Student Support in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	East Central Illinois Refugee Mutual Assistance Center
Project Name:	Newcomer Immigrant Student Support
Project No.	2324DY-6
Project Address:	201 W Kenyon Rd Champaign, IL 61820-7892

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Newcomer Immigrant Student Support. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $15,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient
Lisa Wilson
Executive Director
East Central Illinois Refugee Mutual Assistance Center
201 W Kenyon Rd
Champaign, IL 61820-7892
lisawilson@trc-cu.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-6 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-6 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-6.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   The Newcomer Immigrant Student Support program offers tutoring, acculturation and socialization for school aged children K-12. During the tutoring sessions, children work on a project, ELL materials or their homework. They are provided a nutritious snack and learn about life in their new hometown. In addition, bilingual counselors serve these students outside this program as liaisons to the schools. They translate and mediate at school registration, parent-teacher conferences and screenings for learning disabilities. We will also serve our newly arrived clients by providing their children with the support they need in ELL, as well as acculturation, socialization and mental health care support.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

A. Total Number of Persons To Be Served: Expect to serve 45 persons this year

B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$15,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT

Subrecipient Name	Crisis Nursery
Project Name:	Safe Children Program
Project No.	2324DY-4
Project Address:	1309 W Hill, Urbana, IL 61801

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Safe Children Program. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $50,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Stephanie L Record	Sheila Dodd, Manager
Executive Director	Grants Management Division
Crisis Nursery	City of Urbana
1309 W Hill	400 South Vine Street
Urbana, Illinois 61801	Urbana, Illinois 61801
srecord@crisisnursery.net	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-4 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-4 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-4.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

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

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 180 persons this year

B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$50,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – CRISIS NURSERY – SAFE CHILDREN PROGRAM

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Crisis Nursery has heretofore expressed their intent to operate a Safe Children Program utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing fifty thousand and 00/100 dollars ($50,000.00) to Crisis Nursery so as to operate and administer Safe Children Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – DREAAM – HOPE SCHOLARS MENTORING PROGRAM

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, DREAAM has heretofore expressed their intent to operate a Hope Mentoring Program utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing five thousand and 00/100 dollars ($5,000.00) to DREAAM so as to operate and administer Hope Mentoring Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT

Subrecipient Name	DREAAM
Project Name:	Hope Mentoring Program
Project No.	2324DY-5
Project Address:	302 W Church, Urbana, IL 61820

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Hope Mentoring Program. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $5,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Tracy Dace	Sheila Dodd, Manager
Executive Director	Grants Management Division
DREAAM Opportunity Center	City of Urbana
302 W Church St	400 South Vine Street
Urbana, Illinois 61820	Urbana, Illinois 61801
tracy@dreaam.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-5 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-5 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-5.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   This program provides group mentoring services to middle school-aged Black boys in the Urbana area. These services will utilize trauma-informed & strength-based techniques to promote resilience, trauma healing, and academic/socio-emotional success. Through the evidence-based practice of group mentoring, we aim to improve the academic outcomes of individuals in our program. Students who have access to mentoring through their school have been shown to have higher high school success and college acceptance rates and higher GPAs than their peers without access. Along with preparing participants for high school and beyond, the program will help to build resiliency that is applicable in all areas of a student's life.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

A. Total Number of Persons To Be Served: Expect to serve 15 persons this year

B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$5,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – BIG BROTHERS BIG SISTERS OF CENTRAL ILLINOIS – COMMUNITY BASED MENTORING PROGRAM

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Big Brothers Big Sisters of Central Illinois ("BBBS") has heretofore expressed their intent to operate a Community Based Mentoring Program utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing ten thousand and 00/100 dollars ($10,000.00) to BBBS so as to operate and administer Community Based Mentoring Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT

Subrecipient Name	Big Brothers Big Sisters of Central Illinois
Project Name:	Community Based Mentoring Program
Project No.	2324DY-2
Project Address:	310 W Williams St Decatur, IL 62522-2316

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Community Based Mentoring. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $10,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Corey Burrows	Sheila Dodd, Manager
Chief Operating Officer	Grants Management Division
Big Brothers Big Sisters of Central Illinois	City of Urbana
310 W Williams St	400 South Vine Street
Decatur, IL 62522-2316	Urbana, Illinois 61801
c.burrows@bbscil.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-2 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-2 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-2.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   Services provided by the agency will provide community-based mentoring services to children living in Urbana. Big Brothers Big Sisters staff will recruit, screen, and train community volunteers to be placed with children who are considered more vulnerable to failure because of adverse childhood experiences and trauma. We will continue to support current mentoring relationships, but also expand programming to new children who need positive one-to-one mentoring relationships. Agency staff will then continue to follow and support the existing and new mentor/mentee pairs for as long as the relationship lasts, which can be until the child turns 18 or completes high school. The program will offer ongoing training and activities for both mentors and parents, help parents access additional resources in the community and assist the relationships to develop safely and successfully.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 30 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$10,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION – YOUTH ASSESSMENT CENTER

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Champaign County Regional Planning Commission ("CCRPC") has heretofore expressed their intent to operate a Youth Assessment Center utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing five thousand and 00/100 dollars ($5,000.00) to CCRPC so as to operate and administer Youth Assessment Center in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT

Subrecipient Name	Champaign County Regional Planning Commission
Project Name:	Youth Assessment Center
Project No.	2324DY-3
Project Address:	1776 E Washington St Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Youth Assessment Center. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $5,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient
Jessica McCann
Assistant Director, Community Services
Champaign County Regional Planning Commission
1776 E Washington St
Urbana, Illinois 61802
jmccann@ccrpc.org

City of Urbana
Sheila Dodd, Manager
Grants Management Division
City of Urbana
400 South Vine Street
Urbana, Illinois 61801
sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name	Diane Wolfe Marlin
President	Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name	
Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark
	City Clerk
	Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-3 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-3 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-3.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   The Youth Assessment Center (YAC) services to at-risk youth aged 10-17 residing in Urbana. The YAC serves as the primary center for intake, screening, and service connection for Champaign County youth and families. Through the approach of Balanced and Restorative Justice (BARJ) the YAC performs timely assessment, resource referral and linkage with the goal of restoration toward positive community involvement. YAC case managers utilize the Youth Assessment and Screening Instrument (YASI), an evidence-based tool, to screen and triage youth to connect them and their families with resources to support in resiliency, responsibility, and resourcefulness. Case managers make professional treatment recommendations based on the screening results and support youth through follow-up case management. Youth who are screened with existing levels of either complex trauma or the presence of trauma in congruence with low protective factors, will be offered more intensive follow-up services. If the youth is referred by law enforcement, they may be placed on a station adjustment and mandated to participate in Court Diversion Services, such as peer court or victim-offender mediation.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200

8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 200 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$5,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	Sola Gratia
Project Name:	Farm Agricultural Education Program
Project No.	2324DY-7
Project Address:	2200 Philo Rd, Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Farm Agricultural Education Program. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $13,625 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Traci Barkley	Sheila Dodd, Manager
Director	Grants Management Division
Sola Gratia	City of Urbana
2200 Philo Rd	400 South Vine Street
Urbana, Illinois 61802	Urbana, Illinois 61801
solagratiadirector@gmail.com	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-7 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-7 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-7.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   This program addresses food inequity by offering accessible agriculture and nutrition education opportunities through events, classes, tours, demonstration days, and signage targeted to low-income students and families. The goal of the program is to educate and empower young people to understand how to access, produce and prepare for themselves healthy, sustainably-produced food. Furthermore, students are introduced to and have the opportunity to explore a wide variety of renewable agriculture practices in order to develop a stronger connection to where their food comes from, foster an understanding of the civic value of local food production (and local businesses more generally), and learn about potential careers. Finally, the program aims to help young people connect to the natural world and build practical skills in planning, problem-solving, teamwork, and experimenting, which may open them to new educational and recreational experiences.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 1,200 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$13,625**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – SOLA GRATIA – AGRICULTURAL EDUCATION PROGRAM CENTER

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Sola Gratia has heretofore expressed their intent to operate an Agricultural Education Program Center utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing thirteen thousand six hundred twenty five and 00/100 dollars ($13,625.00) to Sola Gratia so as to operate and administer the Agricultural Education Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – STEAM GENIUS DBA HIP HOP EXPRESS – URBANA LOVIN' U TOUR

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, STEAM Genius has heretofore expressed their intent to operate Urbana Lovin' U Tour utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing thirty thousand and two hundred and eighty four and 00/100 dollars ($30,284.00) to STEAM Genius so as to operate and administer Urbana Lovin' U Tour in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	STEAM Genius NFP
Project Name:	Urbana Lovin' U Tour 2023-2024
Project No.	2324DY-8
Project Address:	306 N Abbey Rd, Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Urbana Lovin' U Tour. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $30,284 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Lori Patterson	Sheila Dodd, Manager
Chief Operating Officer	Grants Management Division
STEAM Genius NFP	City of Urbana
306 N Abbey Rd	400 South Vine Street
Urbana, Illinois 61802	Urbana, Illinois 61801
info@steamgenius.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-8 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-8 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-8.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   The STEAM Genius Lovin U Tour is an educational enrichment and social development program designed to expose and connect young people to a pathway of career opportunities and leadership development. This program arms students with dreams and the confidence and skills to pursue these dreams while also building relationships across social groups to aid in preventing social tensions that lead to conflict and violence. On the tour, they will be exposed to technologies that grasp their attention and then learn about Street College to help further their development. Street College prepares students for higher learning through STEM/STEAM based applied learning activities. Urbana funding is being requested for Lovin' U Tour stops at 10 Urbana schools (including Winifred Gerber) plus stops at Freedom School, Jettie Rhodes Day, and Urbana Neighborhood Connections.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 4,000 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$30,284**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	The Well Experience
Project Name:	Well Kids Learning Hub
Project No.	2324DY-11
Project Address:	1803 Philo Rd Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Well Kids Learning Lab. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $10,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Stephanie Cockrell	Sheila Dodd, Manager
Executive Director	Grants Management Division
The Well Experience	City of Urbana
1803 Philo Rd	400 South Vine Street
Urbana, Illinois 61802	Urbana, Illinois 61801
scockrell@thewellexperience.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-11 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-11 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-11.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   Well Kids Learning Hub is a fully staffed, license-exempt educational center located in Urbana, Illinois. The Learning Hub serves families who have been historically marginalized by traditional systems of support. The programming includes after-school and extended school-year programming. With full-day programming during the summer months. The Well Kids Learning Hub also serves the children of parenting teens and pre-K children who participate in learning programs through home visiting and on-site programs. This funding will also assist TWE in providing recreational and education field trips for youth and families.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 189 persons this year

B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$10,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – THE WELL EXPERIENCE – WELL KIDS LEARNING HUB

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, The Well Experience has heretofore expressed their intent to operate Well Kids Learning Hub utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing ten thousand and 00/100 dollars ($10,000.00) to The Well Experience so as to operate and administer Well Kids Learning Hub in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS CENTER – COMMUNITY STUDY CENTER

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Urbana Neighborhood Connections Center ("UNCC") has heretofore expressed their intent to operate Community Study Center utilizing DCEO violence prevention funds.

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

Section 1. That an Agreement providing twenty thousand and 00/100 dollars ($20,000.00) to UNCC so as to operate and administer Community Study Center in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED BY THE CITY COUNCIL this _____ day of_____,

_____.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	Urbana Neighborhood Connections Center
Project Name:	Community Study Center
Project No.	2324DY-9
Project Address:	1401 E Main St Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Community Study Center. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $20,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Jeniece D Mitchell	Sheila Dodd, Manager
Executive Director	Grants Management Division
Urbana Neighborhood Connections Center	City of Urbana
1401 E Main St	400 South Vine Street
Urbana, Illinois 61802	Urbana, Illinois 61801
jeniece@urbanaconnectionscenter.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-9 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-9 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-9.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

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

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200

8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 75 persons this year

   B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$20,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

   LINE ITEMS AND DOCUMENTATION NEEDED:

   A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

   B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

   C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AGREEMENT – URBANA NEIGHBORHOOD CONNECTIONS CENTER – YOUTH DEVELOPMENT PROGRAM

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

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

WHEREAS, on September 26, 2022, the Urbana City Council passed Resolution No. 2022-09-074R approving the acceptance of the DCEO Grant; and

WHEREAS, Urbana Neighborhood Connections Center ("UNCC") has heretofore expressed their intent to operate Youth Development Program utilizing DCEO violence prevention funds

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

Section 1. That an Agreement providing fifteen thousand and 00/100 dollars ($15,000.00) to UNCC so as to operate and administer Youth Development Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

PASSED by the City Council this _____ day of_____, _____.

AYES:

NAYS:

ABSTAINS:

_____
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of_____, _____.

_____
Diane Wolfe Marlin, Mayor

CITY OF URBANA SUBRECIPIENT AGREEMENT
STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY GRANT AGREEMENT

Subrecipient Name	Urbana Neighborhood Connections Center
Project Name:	Youth Development Program
Project No.	2324DY-10
Project Address:	1401 E Main St Urbana, IL 61802

This State of Illinois Department of Commerce and Economic Opportunity ("DCEO") agreement is made between the City of Urbana, an Illinois municipal corporation (the "City"), and the above-named subrecipient, an Illinois not-for-profit agency (the "Subrecipient"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

Background

The purpose of this agreement is to pledge FY 2023-2024 DCEO Violence Prevention grant funds to the following project (the "Project"): Youth Development Program. The City has the right and authority under the State of Illinois to allocate a portion of its grant funds to the Subrecipient for purposes of administering such activities. As a condition of its assistance to the Subrecipient, the City requires the Subrecipient to file with the City Attachment A (Equal Employment Opportunity Certification), Attachment B (Assurances), and Attachment C (Statement of Special Conditions), all of which are incorporated by this reference. Therefore, the parties agree as follows:

1. Grant award. Subject to the terms of this agreement, the City hereby grants to the Subrecipient and the Subrecipient hereby accepts up to $15,000 in DCEO grant funds for use in carrying out the Project. This agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control. To the greatest extent feasible, the Subrecipient shall make all expenditures for the Project to Champaign County based firms and individuals.

2. Allowable Costs. The Grantee shall use funds only for the following costs related to the operation and administration of the Program.

A. Staff and volunteer labor, materials and supplies, insurance, equipment, facility rental, and any other program related soft costs.

3. Disbursement. The funding year will commence on July 1, 2023 and end on June 30, 2024. If and to the extent the City receives DCEO grant funds, the City shall reimburse the Subrecipient for eligible costs related to the Project. Funding in the full amount of this agreement is contingent upon the City receiving sufficient DCEO grant funds. If the grant funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice to the Subrecipient, and the City will not be liable for any damages as a result of such discontinuance or reduction of grant funds. The Subrecipient shall not request disbursement of

grant funds pursuant to this agreement until it requires such grant funds to pay eligible costs that it has expended for the Project.

4. Recordkeeping; inspection. The Subrecipient shall maintain detailed financial records that show the eligible costs of administering the Project. All financial records and payments under this agreement must comply with federal regulations.

A. The City and STATE OF ILLINOIS may conduct on-site reviews, examine the Subrecipient's personnel records, and conduct any other procedures and practices to audit and assure compliance with this agreement and applicable STATE OF ILLINOIS regulations. The Subrecipient shall allow all audits of its records as may be required and permit inspection of Project records by representatives of the City and STATE OF ILLINOIS during the Subrecipient's normal business hours.

B. The Subrecipient shall retain all records pertinent to expenditures incurred under this agreement for five years after termination of all activities funded under this agreement.

C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data must include, without limitation, client name, address, income level or other basis for determining eligibility, and description of service provided. The Subrecipient shall maintain all client information collected pursuant to this agreement in a secure and confidential manner. The use or disclosure of such information, when not directly connected with administration of the Project, is prohibited unless prior written consent is obtained from the person receiving service, or in the case of a minor, the responsible parent or guardian.

5. Reporting. The Subrecipient shall submit a Youth Grant Reporting Form and supporting expenditure documentation along with each request for reimbursement. The reporting form is included in Attachment C. Nothing herein will be deemed, construed, or interpreted as prohibiting the City from requesting and the Subrecipient from providing the Reporting Form on a more frequent basis than as specified on Attachment C or when requested.

6. Conflicts of interest. The following conflict of interest provisions apply to the Subrecipient's use of DCEO grant funds for the procurement of supplies, equipment, or construction or other services:

A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a DCEO-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.

B. This conflict of interest provision will apply to any individual who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient or the City.

C. Upon written request, exceptions to this conflict of interest provision may be granted jointly by the City and STATE OF ILLINOIS on a case-by-case basis, but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. The City's determination regarding a conflict of interest is not binding upon STATE OF ILLINOIS.

7. Term. This agreement will remain in effect until June 30, 2024, inclusive, unless the parties terminate it sooner as provided in this agreement. The Subrecipient's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

8. Representations. The Subrecipient makes the following representations to the City:

A. The Project will begin on July 1, 2023 and terminate no later than June 30, 2024, unless the parties otherwise agree in writing.

B. The Subrecipient is qualified and has the requisite expertise and experience to administer the Project and is willing to use the grant funds for such purpose.

C. The Subrecipient will administer the Project in a competent, professional, and satisfactory manner.

9. Default.

A. Any breach of a representation or other provision of this agreement will constitute a default. A default by the Subrecipient also will consist of the use of grant funds for a purpose other than as authorized in this agreement or a failure to maintain detailed financial records concerning the use of grant funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the section of this agreement that the non-defaulting party believes was breached. The defaulting party will have 14 calendar days commencing on the date notice was given to cure or remedy the default. If the Subrecipient is the defaulting party, it will have 14 calendar days commencing on the date notice was given to (i) fully cure the default; (ii) submit a plan of correction that specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) provide evidence as to why the Subrecipient believes it is not in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion, may accept, reject, or provide an alternative plan of correction. The City's decision will be final. If the Subrecipient fails to correct the default as provided in this section, the Subrecipient will be deemed in breach of the agreement.

C. If the City is the defaulting party and fails to cure or remedy the default as provided in this section, the Subrecipient may exercise any right, power, or remedy granted to it pursuant to this agreement or applicable law.

D. If the Subrecipient is the defaulting party and fails to cure or remedy the default as provided in this section, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the grant authorized in this agreement;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City; or

(6) Other appropriate action including, but not limited to, any remedial action legally available.

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

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

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

13. Assignment. The Subrecipient shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the express written consent of the City and authorization of STATE OF ILLINOIS. In the event the Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

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

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

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

Subrecipient	City of Urbana
Jeniece D Mitchell	Sheila Dodd, Manager
Executive Director	Grants Management Division
Urbana Neighborhood Connections Center	City of Urbana
1401 E Main St	400 South Vine Street
Urbana, Illinois 61802	Urbana, Illinois 61801
jeniece@urbanaconnectionscenter.org	sedodd@urbanaillinois.us

17. 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.

18. Compliance with law. The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation the City's nondiscrimination ordinance, all of which as may be amended from time to time. The Subrecipient shall comply with the terms of all attachments to this agreement and shall sign and return these attachments to the City as a condition of the City's execution of this agreement.

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) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

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

Subrecipient	City of Urbana, Illinois
By: _____	By: _____
Name President	Diane Wolfe Marlin Mayor
Date: _____, 2023	Date: _____, 2023
By: _____	Attest:
Name Secretary	
Date: _____, 2023	_____
	Phyllis D. Clark City Clerk Resolution No. 2023-

ATTACHMENT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

The Subrecipient further agrees to the following:

(1) It will be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and STATE OF ILLINOIS;

(2) It will furnish the City and STATE OF ILLINOIS such information as they may require for the supervision of such compliance and will otherwise assist the City and STATE OF ILLINOIS in the discharge of primary responsibility for securing compliance;

(3) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City or STATE OF ILLINOIS;

(4) It shall abide by the Urbana Human Rights Ordinance regarding equal employment.

(5) In the event that it fails or refuses to comply with the undertaking, the City or STATE OF ILLINOIS may cancel, terminate or suspend in whole or in part any contractual agreements the City or STATE OF ILLINOIS may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from such Subrecipient; or may refer the case to STATE OF ILLINOIS for appropriate legal proceedings.

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT B
ASSURANCES

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

1. It possesses legal authority to receive DCEO Program funds from the City and to execute the proposed program.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.

3. The City of Urbana's DCEO Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of DCEO Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.

4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.

5. It will comply with all requirements imposed by STATE OF ILLINOIS concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.

6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.

7. It will comply with

   A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.

   C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts.
   Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

   E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq*.) and all other applicable Federal,

state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq*.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

F. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

G. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.

H. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

I. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. It will give STATE OF ILLINOIS and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 2324DY-10 of the Urbana DCEO Program.

_____

Subrecipient: Chief Executive Officer

_____

Attest

_____

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subrecipient understands and agrees that it is a subrecipient of Urbana DCEO Program and is eligible to receive funds for Subrecipient Project No. 2324DY-10 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and mustalso be complied with in order for Subrecipient to receive DCEO Program Assistance for Subrecipient Project No. 2324DY-10.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2023 – June 30, 2024.

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

   A. Program Delivery
   Urbana Youth Development Program (UYDP) is a comprehensive college and career readiness initiative mainly targeting in-school youth who are currently pursuing a high school diploma and need assistance in seeking entry into college and/or the workforce Designed as a seamless one-stop youth development and transition program, UYDP continues to target youth in need of academic, social-emotional, and financial assistance preparation for success beyond high school.

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

2. Subrecipient certifies that activities carried out with funds provided under this Agreement shall benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by STATE OF ILLINOIS.

Family Size	30% MFI	50% MFI	60% MFI	80% MFI	MFI
1 person	18,150	30,250	36,300	48,400	60,500
2 persons	20,750	34,600	41,500	55,300	69,200
3 persons	23,350	38,900	46,700	62,200	77,800
4 persons	25,900	43,200	51,800	69,100	86,400
5 persons	28,000	46,700	56,000	74,650	93,400
6 persons	30,050	50,150	60,200	80,200	100,300
7 persons	32,150	53,600	64,300	85,700	107,200
8 persons	34,200	57,050	68,500	91,250	114,100

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

   A. Total Number of Persons To Be Served: Expect to serve 15 persons this year

B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$15,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

A. The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.

B. For Public Service Grants: With each subsequent request for reimbursement, Subrecipient shall submit copies of Certification of Income forms signed by the clients served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.

C. For Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for the period ending June 30 all program income generated by activities carried out with DCEO funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.

7. Subrecipient agrees to submit Youth Services Reporting Form to the City in an agreed upon format. Progress Reports shall be due at the time of reimbursement requests. Final billing requests shall not be processed for payment until a Report is submitted.

8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of DCEO Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and STATE OF ILLINOIS.

Name of Subrecipient: _____

Address: _____

Signed by: _____

Title: _____

Date: _____

CITY OF URBANA, ILLINOIS
EXECUTIVE DEPARTMENT

MEMORANDUM

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

FROM: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

DATE: May 11, 2023

RE: **A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Urbana Park District)**

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign County Environmental Stewards)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Cunningham Township)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign Township)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Housing Authority of Champaign County: Youthbuild)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Housing Authority of Champaign County: Steer Place)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Housing Authority of Champaign County: SRO Project)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (University YMCA)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (USD 116: Alternative Education)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (USD 116: Community Engagement)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (U-C IMC)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Champaign County Health Care Consumers)

A Resolution Approving and Authorizing the Execution of an ARPA Subrecipient Agreement (Justine Petersen)

Summary
The Mayor and Urbana City Council approved the ARPA Concept Plan Project List on February 27, 2023 (Resolution No. 2023-02-013R), allocating $9,949,343 of funds to 25 projects. As part of the allocation, each project is required to enter into a Subrecipient Agreement that details the project dates, funding distribution timeline, performance standards, reporting requirements, and additional terms and conditions applicable to the individual project.

Project List and Funding Amounts
There are 13 Subrecipient Agreements attached, covering $6,866,547 of ARPA Funds.

Organization & Project	Funding Amount
Urbana Park District: Urbana Park District Health & Wellness Center	$2,000,000
Champaign County Environmental Stewards: Establish a Household Hazardous Waste Collection Facility	$175,000
Cunningham Township Supervisor's Office: Bridge to Home: Filling Gaps in Local Homeless and Housing Services	$658,838
City of Champaign Township: Strides Low Barrier Shelter-70 E. Washington St. Champaign, IL 61820	$750,000
Housing Authority of Champaign County, YouthBuild: YouthBuild: Bridging the Gap	$350,000
Housing Authority of Champaign County: Affordable Housing - Single Room Occupancy Project	$200,000
Housing Authority of Champaign County: Steer Place Renovation Project	$500,000
University YMCA (New American Welcome Center): COVID-19 Recovery for Immigrant Communities	$450,000
Urbana SD 116: Urbana School District Alternative Education	$814,375
Urbana SD 116/City of Urbana: Student, Family, Community Engagement Sponsorship	$143,334
Urbana-Champaign Independent Media Center: ACCESS IMC	$75,000
Champaign County Health Care Consumers: Special Populations Outreach and Enrollment for Health, Food, and Housing Security	$500,000
Justine Petersen (in conjunction with CCEDC: Urbana Small Business Microloan Fund	$250,000

After approval of Subrecipient Agreements for the projects above, all 23 projects with external partners will have approved agreements. In line with practices used for other Federal grants, the City has signed a Memorandum of Understanding between departments for its own two projects in order to memorialize the commitment of the funds and project scope. The MOU's are attached for informational purposes.

Fiscal Impact
No new impact. The funds for these projects were allocated on April 10, 2023 by Ordinance No. 2023-04-007.

Notable Changes
Generally, ARPA subrecipients have adjusted to partial funding by using a combination of two strategies: proportionally reducing project scope and/or using alternative sources of funds. Additionally, the City's preferred method of payment is quarterly reimbursement. Upfront payments are permissible, contingent on additional conditions that are proportional to project needs and risk. There are a few projects that have idiosyncratic changes to scopes or funding implications.

Urbana Park District
The Subrecipient Agreement with the Urbana Park District requests the entire ARPA allocation to be awarded as a single upfront payment. Compared to a reimbursement schedule, this would allow the Park District to reduce interest rate expenses by an estimated $250,000. If incurred, the interest cost would represent 12.5% of the ARPA allocation. A single upfront payment would allow the Park District to strategically manage reimbursements and cash flow from multiple grants, as well as debt, to achieve savings above and beyond quarterly upfront payments.

The project is slated to begin in June 2023. The Park District has a demonstrated capacity and commitment to complete the projects. Given the immediacy of the project, as well as the past experience and operational capacity or the organization, the interest rate savings gained by an upfront payment are proportional to, or surpass, any additional operational, fiscal, or regulatory risk that might be incurred by the City.

Cunningham Township
When approving the $658,838 allocation for Cunningham Township, the Urbana City Council gave general direction that $390,000 was intended for the purposes of direct assistance and $268,838 for facility improvement costs, excluding personnel expenses (Discussion from the January 23, 2023 meeting; starting at 28:50).

The Subreciepient Agreement calls for $300,000 in direct assistance, $148,707 for facility improvements, and $210,131 in personnel. The request for personnel is due to the operational need for additional staff capacity in order to distribute direct financial assistance funds. Direct assistance and facility improvements are reduced in scope in order to accommodate the proposed personnel costs. A Personnel Plan has been incorporated into the agreement's Attachment A.

Champaign Township
Champaign Township's project was funded at 25% of its request. However, there is neither substantial change to scope or new sources of alternative funding for the project. This results in an operational funding gap occurring at an earlier date than was identified in the project application.

Champaign County Environmental Stewards
CCES' project scope has undergone some revisions since the time of application. For feasibility reasons, the project scope is focused on purchasing a vacant property and building suitable facilities, compared to the rehabilitation option speculated in the application. Additionally, the timeline from start to finish has been elongated. Expenses occur in a more phased approach, with initial capital costs of land acquisition, capital campaign development costs, and design services occurring first, and construction occurring after a successful capital campaign. Given the level of funding received by the project to date, the City's ARPA funds are required during the initial phase of capital costs. Inherent to this project is the risk that the capital campaign will be unsuccessful. To address this risk, the condition below has been added:

> *If the capital campaign fails to raise the necessary funds to establish the described HHW facility, the land and other already-purchased capital expenses must be used for a purpose that aligns with the project's original intent of providing opportunities for safe waste disposal to Urbana residents.*
>
> *Champaign County Environmental Stewards will continue to provide quarterly reports through the end of the capital campaign, so that the City of Urbana is aware of the status of this campaign. During this period, the Urbana City Council may also, upon reasonable notice, require Champaign County Environmental Stewards to provide a report to the Council on the progress of this campaign.*

Justine Petersen/Champaign County Economic Development Corporation
While the Champaign County Economic Development Corporation (EDC) submitted the ARPA application on behalf of Justine Petersen, the Subrecepient Agreement is solely with Justine Petersen. The Agreement specifies some specific activities that the EDC will perform in support of Justine Petersen.

Options
City Council may approve each Subrecipient Agreements as is, or elect to modify the Agreements. Any changes to project scope, timeline, or conditions would also need to be approved by the subrecipient.

Attachments
Each Subrecipient Agreement and resolution is attached. The structure of the contract and order of attachments for each project is below. The Subrecipient Agreement has the general terms and conditions applicable to each contract. Attachment A contains project specific information.

1. Subrecipient Agreement
    a. Attachment A
        i. Project Executive Summary
        ii. Submitted Application
        iii. Presentation Slides
2. Resolution Approving and Authorizing Subrecipient Agreement

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

CITY OF URBANA, Executive Department AND

CITY OF URBANA, Community Development Services Department

I. Purpose

This MOU is entered into between the City of Urbana Executive Department and the City of Urbana Community Development Services Department for housing repair projects from the date of this MOU to December 31, 2026. ARPA funds in the amount of $150,000 were approved by the Urbana City Council on February 27, 2023 for the project *Roof Repair and Replacement Program.*

II. Responsibilities of the Parties

Community Development Services Department will:

1. Complete the project as outlined in the attached Scope of Services (Exhibit A).

2. Comply with Davis Bacon Act (40 U.S. C. 3141-3148), Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and other applicable federal requirements.

4. Assure that ARPA costs will not exceed $150,000 and that project costs are reasonable and consistent with local and federal policies and regulations. Expenses will be substantiated through monthly reports in accordance with Exhibit A.

5. Attend quarterly meetings and inform Executive Department staff of project progress and significant changes to the project (including scope of work and timeline).

6. Submit proper invoices provided that services and work performed have been satisfactory, and that any and all project and ARPA documentation such as (Davis Bacon and Section 3 supporting documentation) have been submitted to the Executive Department to ensure reimbursement of ARPA eligible project costs.

In conjunction with the Champaign County Regional Planning Commission, who has been contracted for ARPA program and reporting monitoring and compliance, the Executive Department will:

1. Review invoices, reports and documentation to review ARPA eligibility

2. Review project statement of work, budget, and procurement processes for compliance with ARPA regulations.

3. Determine Davis-Bacon applicability, list labor classifications used for the project, obtain wage determination, review wage decision, ensure bid documents include labor standard provisions and appropriate wage decision and verify prime and subcontractor's eligibility, as applicable

4. Provide technical assistance as requested by Community Development Services Department related to meeting ARPA requirements.

5. Evaluate the project's progress at regular meetings with Community Development Services staff.

6. Monitor project implementation once per quarter to ensure compliance with Davis-Bacon Act, Section 3 reporting requirements, 2 CFR Part 200 financial management requirements, and other applicable federal requirements. Project monitoring will include on-site interviews with all trades, review of weekly certified payroll reports, underpayments, misclassification of labor categories, and any investigations.

III. ARPA Requirements

1. ARPA Allocation Contingency - The parties expressly understand and agree that obligations under this MOU are contingent upon the actual receipt of adequate grant funds from the US Department of Treasury. If adequate grant funds are not received by the Executive Department, then the Executive Department shall have no further obligations or liabilities under this MOU. It is expressly understood that this MOU in no way obligates the General Funds or any other monies or credits of the City of Urbana.

2. Program Income – Program income is defined as any proceeds received by the Community Development Services Department during the term of this MOU as a direct result of the program such as rental fees, sales, and other revenues. Program income must be tracked separately from other revenues and reverted back into the program for the benefit of low- and moderate-income persons.

Program income in excess of $25,000 is not anticipated. In the event there is program income in excess of $25,000 derived from the use of ARPA funds disbursed under this MOU, such program income shall revert to the ARPA Program for further reallocation within 45 days of the end of the Program Year.

3. Monitoring and Reporting – The Community Development Services Department shall submit quarterly reports throughout the term of this MOU:

a. Documentation of any public hearings or notifications regarding the project;

b. Documentation of the procurement process, including the selection of the contractor and bidding documents for construction;

c. Original copies of agreements with the contractor;

d. Community Development Services must not release retainage until all Davis Bacon certified payrolls are submitted; and

e. Invoices on a monthly basis to be approved through MUNIS workflow.

f. Any other required documentations as requested by Executive Department or the RPC for quarterly reporting compliance

Upon project completion, Community Development Services shall submit all grant close-out documents, including but not limited to requests for final payments/retainage and release of liens from contractors, within forty-five (45) days after the end of the term of this MOU. The failure of Community Development Services Department to provide a full accounting of all funds expended, including program income, under this MOU within ninety (90) days shall be sufficient reason for Executive Department to deny or terminate any future agreements with Community Development Services Department.

This MOU and all records above and otherwise pertaining to such MOU shall be maintained by both Community Development Services Department and Executive Department for a period of ten (10) years after project completion final payment is made and all other pending matters are finalized. Community Development Services Department shall furnish all records with respect to any matters covered by this MOU for inspection by the Executive Department or other authorized federal officials at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If Community Development Services fails to submit, in a timely and satisfactory manner, any report or response required by this MOU, including responses to monitoring reports, Executive Department may withhold payments otherwise due to Community Development Services. If Executive Department withholds such payments, it shall notify Community Development Services in writing of its decision and the reasons therefore. Payments may be withheld by Executive Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Community Development Services. If the delinquent report or response is not received within forty- five (45) days of its due date, Executive Department may suspend or terminate this MOU.

4. Reprogramming and Reversion of Assets – Community Development Services shall refund to Executive Department any sum of money which has been paid to Community Development Services, which Executive Department determines has resulted in an overpayment, or which Executive Department determines has not been spent strictly in accordance with the terms of this MOU and/or ARPA requirements. Such refund shall be made by Community Development Services within fifteen (15) days after request by Executive Department.

Within ninety (90) days after expiration of this MOU, Community Development Services shall transfer to Executive Department any grant funds allocated by the City of Urbana for this program which have not been invoiced by Community Development Services within sixty (60) calendar days

after the ending date of this MOU and any accounts receivable attributable to the use of ARPA funds. Such funds shall revert to the CDBG Program to be allocated for other activities.

5. Non-Performance and Termination - In accordance with 2 CFR 200.338, Executive Department may suspend or terminate this MOU by notice in writing to Community Development Services. If Community Development Services materially fails to comply with any term of the award.

Additionally, this MOU may be terminated in whole or in part for convenience by either Community Development Services or Executive Department in accordance with 2 CFR Part 200.339 by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

6. Amendments – Community Development Services may request minor budget revisions to this MOU at any time prior to the last quarter of the term of the agreement provided that such amendments do not result in an increase the amount of ARPA funds. Executive Department may, in its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both Executive Department and Community Development Services.

7. Conformance with Federal Regulations – Community Development Services shall comply with all applicable federal, state, and local laws. In addition, Community Development Services agrees to comply with applicable provisions of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR, Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Community Development Services Further agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

IV. Timeframe for Memorandum of Understanding

This MOU will be in effect from the date of the signatures below through December 31, 2026.

V. Authorized Signatures and Department Contacts

Kimberly Smith

Community Development Services Director — Date: 04/19/2023

Carol Mitten

City Administrator — Date: 04/20/2023

Urbana ARPA Exhibit A
Scope of Services - Urbana Roof Repair & Replacement Program

Section 1. Summary

Project Summary

City of Urbana Grants Management staff will utilize ARPA funds to assist low-income Urbana residents in owner-occupied units who need assistance repairing or replacing their roof. This assistance will greatly defray housing costs, therefore enabling residents to remain safely in their homes.

Key Objectives and Measurable Outcomes

- Number of low-income households who have received assistance
- Completion of roof replacements/repairs

Project Start Date: 4/1/23 **Project Completion Date:** 6/30/24

ARPA Funding

$150,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 60% of the amount requested in the application. This difference will be accounted for by reducing the proposed number of households assisted

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	Three projects - $40,000	$40,000	$40,000	Fund Transfer	$40,000
2023 Q3	Two Projects - $30,000	$30,000	$30,000	Fund Transfer	$70,000
2023 Q4	Two Projects - $30,000	$30,000	$30,000	Fund Transfer	$100,000
2024 Q1	Two Projects - $30,000	$30,000	$30,000	Fund Transfer	$130,000

Urbana ARPA Exhibit A
Scope of Services - Urbana Roof Repair & Replacement Program

2024 Q2	Two Projects - $20,000	$20,000	$30,000	Fund Transfer	$150,000
2024 Q3					
2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Submitted Application, attached hereto**

2. **City Council Presentation, 12/12/22 [Link]**

A. Organization Information

Completed by sedodd@urbanaillinois.us on 10/27/2022 5:36 PM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

A. Organization Information

Please provide the following information.

A.1. Organization Name
City of Urbana

A.2. Organization Type
Public Agency

A.7. Tax ID Number
376,000,524

A.8. UEI/DUNS Number
111,969,957

A.9. Illinois Secretary of State File Number

A.3. Applicant Name/Point of Contact

First Name
Sheila

Last Name
Dodd

A.4. Mailing Address
400 S Vine St Urbana, IL 61801

A.5. Phone Number
(217) 384-2441

A.6. Email Address
sedodd@urbanaillinois.us

B. Project Details

Completed by bjbelcher@urbanaillinois.us on 11/9/2022 10:05 AM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

B. Project Details

Please provide the following information.

B.1. Project Name
Urbana Roof Repair & Replacement Program

B.2. Requested Funding Amount
$250,000.00

B.3. Project Start Date
04/01/2023

B.4. Project Completion Date
06/30/2024

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
City of Urbana Grants Management staff will utilize ARPA funds to assist low-income Urbana residents in owner-occupied units who need assistance repairing or replacing their roof. This assistance will greatly defray housing costs, therefore enabling residents to remain safely in their homes.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Housing Support: Other Housing Assistance - 2.18

B.8. How does this project address needs that are not already met by existing local services?

The City currently operates a Housing Rehabilitation Program that provides much needed assistance to low-income residents of Urbana. The program is funded through HUD's Community Development Block Grant (CDBG). The Housing Rehabilitation Program is divided into three distinct grant categories that target various needs of low-income residents. The Emergency Grant provides a maximum of $8,000 in assistance for repairs that are immediately needed to mitigate a hazardous condition which poses a threat to the health and safety of the occupant. The Access Grant Program helps eliminate physical barriers that keep a person with a disability from using his or her home. The Access Grant is also capped at $8,000. The Senior Repair program provides $1,750 to address minor home maintenance repairs to help seniors and persons with a disability maintain their property. Due to HUD regulations, City staff are unable to provide assistance for larger home repair projects, such as roof repairs or replacements. Furthermore, there are no roof repair or replacement assistance programs currently offered in Champaign County. The assistance provided through the proposed program will greatly reduce housing costs for low-income Urbana residents and help those in need remain in their homes. The flexibility of ARPA funding will enable staff to address a critical housing need that is not already addressed by existing local services.

C. Project Information

Completed by bjbelcher@urbanaillinois.us on 11/9/2022 8:50 AM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Roof repairs and replacement are considerable housing costs that many low-income homeowners are unable to afford. Left untreated, roofing issues can pose a significant threat to safe and stable housing. In the past six months, City of Urbana Grants Management staff have received more than five separate requests for roof replacements from low-income residents who cannot afford to undertake the projects on their own. As a result, staff are confident that there is a demand for such a program in Urbana. By incorporating the roof repair and replacement program into the City's existing housing rehab programs, staff will be able to effectively and efficiently address this ARPA funding goal and provide a critical service to low-income residents.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
All City housing rehab grants are targeted to households at or below 80% AMI. Per HUD regulations, the City cannot provide this assistance to households above the 80% AMI threshold. City staff verify income and assets of each client to ensure the programs are exclusively benefitting low-income residents. Based on FY 21-22 data, the majority of housing rehab projects have taken place in the City's Community Development Target Neighborhoods, which are defined as areas that are comprised of at least 51% LMI residents.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
The City of Urbana is a HUD entitlement grantee and receives an annual allocation of Community Development Block Grant and HOME Investment Partnership funding. The Grants Management Division also receives funding from the Illinois Department of Human Services as a pass-through entity. In the last three years, the Grants Management Division has not received funding from any local Champaign County government.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
Based on previous similar programming undertaken by the Grants Management Division, staff estimates that the funding request will be sufficient to complete 15 roof repair or replacement projects.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?

Yes, the funding request will be sufficient to fully administer the proposed project. Staff time will be paid through existing HUD funds.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
During the course of the project, City staff will evaluate the feasibility of continuing the project long-term, and will work to build partnerships with other units of local government that could help support transitioning the project once ARPA funds have been exhausted. For example, a county-wide roof repair and replacement project jointly administered by the Cities of Urbana and Champaign will be considered. The ARPA funds will serve as an important first step in getting this program off the ground.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
Staff will receive client referrals from partner in the community such as the Champaign County Regional Planning Commission, neighborhood associations, outreach to landlords, and tenant groups. Staff will also work closely with local contractors to administer the program.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The City of Urbana Grants Management Division currently manages over $1.5 million in federal funding on an annual basis. In addition, Grants Management staff have extensive experience administering a housing rehabilitation program, including working closely with local contractors.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
Success will be determined by the number low-income households that have received assistance at the end of the program year.

C.10. Please describe any other COVID relief funding that your organization has received.
The City of Urbana Grants Management Division received $629,815 in CDBG-CV funding which was primarily utilized to administer a COVID rental assistance program, and small business assistance program. The Grants Management Division also received over $300,000 in Emergency Solution Grant under the CARES ACT (ESG-CV) funding to provide shelter and services for individuals experiencing homelessness.

D. Project Budget

Completed by bjbelcher@urbanaillinois.us on 11/9/2022 2:44 PM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Construction Costs	$250,000.00
	$250,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	83300
2024	166700
2025	0
2026	0

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by bjbelcher@urbanaillinois.us on 11/10/2022 10:11 AM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by bjbelcher@urbanaillinois.us on 11/10/2022 10:10 AM

Case Id: 30323
Name: Urbana - CD - Roof Assistance - 2022
Address: 400 S Vine St

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Sheila Dodd
Electronically signed by bjbelcher@urbanaillinois.us on 11/10/2022 10:10 AM

Today's Date
11/10/2022

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

CITY OF URBANA, Executive Department AND

CITY OF URBANA, Public Works Department

I. Purpose

This MOU is entered into between the City of Urbana Executive Department and the City of Urbana Public Works Department for capital improvement and infrastructure projects from the date of this MOU to December 31, 2026. ARPA funds in the amount of $1,296,000 were approved by the Urbana City Council on February 27, 2023 for the project *Sanitary Sewer Lateral Lining Pilot Program*.

II. Responsibilities of the Parties

Public Works Department will:

1. Develop infrastructure improvements as outlined in the attached Scope of Services (Exhibit A).

2. Comply with Davis Bacon Act (40 U.S. C. 3141-3148), Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and other applicable federal requirements.

4. Assure that ARPA costs will not exceed $1,296,000 and that project costs are reasonable and consistent with local and federal policies and regulations. Expenses will be substantiated through monthly reports in accordance with Exhibit A.

5. Attend quarterly meetings and inform Executive Department staff of project progress and significant changes to the project (including scope of work and timeline).

6. Submit proper invoices provided that services and work performed have been satisfactory, and that any and all project and ARPA documentation such as (Davis Bacon and Section 3 supporting documentation) have been submitted to the Executive Department to ensure reimbursement of ARPA eligible project costs.

In conjunction with the Champaign County Regional Planning Commission, who has been contracted for ARPA program and reporting monitoring and compliance, the Executive Department will:

1. Review invoices, reports and documentation to review ARPA eligibility

2. Review project statement of work, budget, and procurement processes for compliance with ARPA regulations.

3. Determine Davis-Bacon applicability, list labor classifications used for the project, obtain wage determination, review wage decision, ensure bid documents include labor standard provisions and appropriate wage decision and verify prime and subcontractor's eligibility, as applicable

4. Provide technical assistance as requested by Public Works Department related to meeting ARPA requirements.

5. Evaluate the project's progress at regular meetings with Public Works staff.

6. Monitor project implementation once per quarter to ensure compliance with Davis-Bacon Act, Section 3 reporting requirements, 2 CFR Part 200 financial management requirements, and other applicable federal requirements. Project monitoring will include on-site interviews with all trades, review of weekly certified payroll reports, underpayments, misclassification of labor categories, and any investigations.

III. ARPA Requirements

1. ARPA Allocation Contingency - The parties expressly understand and agree that obligations under this MOU are contingent upon the actual receipt of adequate grant funds from the US Department of Treasury. If adequate grant funds are not received by the Executive Department, then the Executive Department shall have no further obligations or liabilities under this MOU. It is expressly understood that this MOU in no way obligates the General Funds or any other monies or credits of the City of Urbana.

2. Program Income – Program income is defined as any proceeds received by the Public Works Department during the term of this MOU as a direct result of the program such as rental fees, sales, and other revenues. Program income must be tracked separately from other revenues and reverted back into the program for the benefit of low- and moderate-income persons.

Program income in excess of $25,000 is not anticipated. In the event there is program income in excess of $25,000 derived from the use of ARPA funds disbursed under this MOU, such program income shall revert to the ARPA Program for further reallocation within 45 days of the end of the Program Year.

3. Monitoring and Reporting – The Public Works Department shall submit throughout the term of this MOU:

a. Documentation of any public hearings or notifications regarding the project;

b. Documentation of the procurement process, including the selection of the contractor and bidding documents for construction;

c. Original copies of the legal agreements with the contractor;

d. Public Works must not release retainage until all Davis Bacon certified payrolls are submitted; and

e. Invoices on a monthly basis to be approved through MUNIS workflow.

Upon project completion, Public Works shall submit all grant close-out documents, including but not limited to requests for final payments/retainage and release of liens from contractors, within forty-five (45) days after the end of the term of this MOU. The failure of Public Works Department to provide a full accounting of all funds expended, including program income, under this MOU within ninety (90) days shall be sufficient reason for Executive Department to deny or terminate any future agreements with Public Works Department.

This MOU and all records above and otherwise pertaining to such MOU shall be maintained by both Public Works Department and Executive Department for a period of ten (10) years after project completion final payment is made and all other pending matters are finalized. Public Works Department shall furnish all records with respect to any matters covered by this MOU for inspection by the Executive Department or other authorized federal officials at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If Public Works fails to submit, in a timely and satisfactory manner, any report or response required by this MOU, including responses to monitoring reports, Executive Department may withhold payments otherwise due to Public Works. If Executive Department withholds such payments, it shall notify Public Works in writing of its decision and the reasons therefore. Payments may be withheld by Executive Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Public Works. If the delinquent report or response is not received within forty- five (45) days of its due date, Executive Department may suspend or terminate this MOU.

4. Reprogramming and Reversion of Assets – Public Works shall refund to Executive Department any sum of money which has been paid to Public Works, which Executive Department determines has resulted in an overpayment, or which Executive Department determines has not been spent strictly in accordance with the terms of this MOU and/or ARPA requirements. Such refund shall be made by Public Works within fifteen (15) days after request by Executive Department.

Within ninety (90) days after expiration of this MOU, Public Works shall transfer to Executive Department any grant funds allocated by the City of Urbana for this program which have not been invoiced by Public Works within sixty (60) calendar days after the ending date of this MOU and any accounts receivable attributable to the use of ARPA funds. Such funds shall revert to the ARPA Program to be allocated for other activities.

5. Non-Performance and Termination - In accordance with 2 CFR 200.338, Executive Department may suspend or terminate this MOU by notice in writing to Public Works. If Public Works materially fails to comply with any term of the award.

Additionally, this MOU may be terminated in whole or in part for convenience by either Public Works or Executive Department in accordance with 2 CFR Part 200.339 by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

6. Amendments – Public Works may request minor budget revisions to this MOU at any time prior to the last quarter of the term of the agreement provided that such amendments do not result in an increase the amount of ARPA funds. Executive Department may, in its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both Executive Department and Public Works.

7. Conformance with Federal Regulations – Public Works shall comply with all applicable federal, state, and local laws. In addition, Public Works agrees to comply with applicable provisions of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR, Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Public Works Further agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

IV. Timeframe for Memorandum of Understanding

This MOU will be in effect from the date of the signatures below through December 31, 2026.

V. Authorized Signatures and Department Contacts

Digitally signed by Tim A. Cowan
DN: cn=Tim A. Cowan, c=US, o=City of Urbana, ou=Public Works Department, email=tacowan@urbanaillinois.us
Date: 2023.04.19 16:26:42 -05'00'

Public Works Director — Date: 4/19/2023

Carol Mitten
Digitally signed by Carol Mitten
Date: 2023.04.20 14:33:08 -05'00'

City Administrator — Date

Urbana ARPA Exhibit A
Scope of Services - Sanitary Sewer Lateral Lining Pilot Program

Section 1. Summary

Project Summary

The City has adopted sewer lining as a reliable, cost-effective, and proactive sewer rehabilitation method for decades and is interested in evaluating the feasibility and public support for extending this rehabilitation method into service laterals via a pilot program. By helping property owners in the Dr. Ellis subdivision to address issues proactively the hope is that we can help minimize costly, unplanned repairs for the private property owners while simultaneously improving the overall health of our collection system network. Unforeseen failures can result in temporary elimination of plumbing service and wastewater surcharging that can cause property damage and a threat to public health and safety.

Key Objectives and Measurable Outcomes

- Number of properties served
- Participant satisfaction (from survey)
- Ratios of cost to improvement and cost to lateral life expectancy
- Local partner buy-in for program continuation

Project Start Date: 3/1/24 **Project Completion Date:** 12/1/25

ARPA Funding

$1,296,000

Changes from submitted application, and project specific conditions, if any

None.

Urbana ARPA Exhibit A
Scope of Services - Sanitary Sewer Lateral Lining Pilot Program

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	0		0		
2023 Q3	0		0		
2023 Q4	$25,920	$25,920	$25,920	Upfront – Quarterly Transfer to CIP	25920
2024 Q1	$38,880	$38,880	$38,880	Upfront – Quarterly Transfer to CIP	$ 64,800
2024 Q2	$38,880	$38,880	$38,880	Upfront – Quarterly Transfer to CIP	$ 103,680
2024 Q3	$25,920	$25,920	$25,920	Upfront – Quarterly Transfer to CIP	$ 129,600
2024 Q4	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to CIP	$ 324,000
2025 Q1	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to CIP	$ 518,400
2025 Q2	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to CIP	$ 712,800
2025 Q3	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to Upfront – Quarterly Transfer to CIP	$ 907,200
2025 Q4	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to CIP	$ 1,101,600
2026 Q1	$194,400	$194,400	$194,400	Upfront – Quarterly Transfer to CIP	$ 1,296,000
2026 Q2			0		
2026 Q3			0		
2026 Q4			0		

Urbana ARPA Exhibit A
Scope of Services - Sanitary Sewer Lateral Lining Pilot Program

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/12/22 [Link]**

CITY OF URBANA
American Rescue Plan (ARPA)
Project Funding Executive Summary
Sanitary Sewer Lateral Lining Pilot Program

PROGRAM HIGHLIGHTS

Description: Provide sanitary sewer lateral lining for up to 144 sanitary sewer laterals (~1% of all laterals)

Location: Dr. Ellis Subdivision; infrastructure is age/condition appropriate and located within a Qualified Opportunity Zone and a HUD Qualifying Tract.

Budget: $1,296,000 *Schedule:* Completed in FY 2024 and FY 2025

BACKGROUND

Most private property owners lack a functional understanding about how the sanitary sewer collection system works and their responsibilities. The City and UCSD make public education efforts but the public generally remains uninformed. This program incentivizes making good long-term decisions for the infrastructure. Another major benefit of this program is that it would be implemented and administered by City staff with the right professional expertise to do so. The City has adopted sewer lining as a reliable, cost-effective, and proactive sewer rehabilitation method for decades and is interested in evaluating the feasibility and public support for extending this rehabilitation method into service laterals via a pilot program. By helping property owners to address issues proactively the hope is that we can help minimize costly, unplanned repairs for the private property owners while simultaneously improving the overall health of our collection system network.

BENEFITS



- Proactive rehabilitation
- Managed by staff with proper expertise
- Reduce potential for unforeseen critical failures
- Enhances connections to collector sewers
- Infiltration reduction simultaneously increasing reserve capacity
- Reduced electrical operating costs and demands on mechanical equipment at WWTP

WHAT WILL BE THE LASTING IMPACTS, AFTER THE ARPA FUNDS RUN OUT?

- Extended life & improved condition of sanitary sewer infrastructure
- Informed enhancements to existing rehabilitation/reimbursement programs
- Infiltration reduction providing permanent long-term system operation benefits

WHY WOULD THIS PROJECT BE THE BEST USE OF CITY ARPA FUNDS?

- Proven technology effectiveness
- Staff are well equipped to ensure successful implementation
- Proactively mitigates public health concerns and enhances future resilience of our sanitary sewer system
- Aligns with council infrastructure strategies from Mayor/Council Goals 2022-2023
- Pilot program of this scale may not be feasible without this funding

WHY ARE YOU CONFIDENT THAT YOU CAN USE THESE FUNDS IN ACCORDANCE WITH FEDERAL GUIDELINES AND ACHIEVE DEMONSTRABLE RESULTS IN THE REQUIRED TIMELINE?

- City employs highly qualified professionals with the appropriate technical, logistical, and administrative skills to ensure its success
- Proven record of City staff implementing other programs with similar complexity and constraints
    - CDBG administration along with annual development and implementation of Capital Improvement Plan and Maintenance Programs

A. Organization Information

Completed by tacowan@urbanaillinois.us on 11/15/2022 4:44 PM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

A. Organization Information

Please provide the following information.

A.1. Organization Name
City of Urbana

A.2. Organization Type
Public Agency

A.7. Tax ID Number
376,000,524

A.8. UEI/DUNS Number
111,969,957

A.9. Illinois Secretary of State File Number

A.3. Applicant Name/Point of Contact

First Name
Tim

Last Name
Cowan

A.4. Mailing Address
706 S. Glover Ave Urbana, IL 61802

A.5. Phone Number
(217) 384-2342

A.6. Email Address
tacowan@urbanaillinois.us

B. Project Details

Completed by tacowan@urbanaillinois.us on 11/16/2022 10:25 AM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

B. Project Details

Please provide the following information.

B.1. Project Name
Sanitary Sewer Lateral Lining Pilot Program

B.2. Requested Funding Amount
$1,296,000.00

B.3. Project Start Date
03/01/2024

B.4. Project Completion Date
12/01/2025

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☐ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☑ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The City has adopted sewer lining as a reliable, cost-effective, and proactive sewer rehabilitation method for decades and is interested in evaluating the feasiblity and public support for extending this rehabilitation method into service laterals via a pilot program. By helping property owners to address issues proactively the hope is that we can help minimize costly, unplanned repairs for the private property owners while simultaneously improving the overall health of our collection system network. Unforeseen failures can result in temporary elimination of plumbing service and wastewater surcharging that can cause property damage and a threat to public health and safety.

Benefits to all:

Individual Property Owners - More affordable, proactive rehabilitation with assistance managed by staff with expertise; reduces potential for unforeseen critical failures

City of Urbana - Enhances connections to collector sewers which is a common point of concern for infiltration, root intrusion, and failures; reduces infiltration effectively reducing wear/tear on our collection system and simultaneously increasing the reserve capacity in our system to balance peak flows

Urbana-Champaign Sanitary District (UCSD) – Reduces infiltration effectively reducing wear/tear on their collection system and simultaneously increasing the reserve capacity in their system to balance peak flows, reduces electrical operating costs and demands on mechanical equipment

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Clean Water: Other Sewer Infrastructure - 5.5

B.8. How does this project address needs that are not already met by existing local services?
Most private property owners lack a functional understanding about how the sanitary sewer collection system works and best management practices around what their responsibilities are with their sanitary sewer service laterals; this typically means most property owners aren't performing regular maintenance/inspection which would normally identify areas of concern to address issues affordably and proactively. Some of the most common issues are pipe failures, pipe blockages (sometimes due to tree root intrusion), and groundwater inflow/infiltration.

The sanitary sewer collection system that serves the City residents is a contiguous network that relies on different parties to own, operate, and maintain different components. Individual property owners are responsible for their own sewer service laterals from their property up to and including the connection to the collector sewer mains. The City owns/operates/maintains the collector sewer mains up to the locations where they connect to lift stations/force mains and the larger interceptor sewers. UCSD owns/operates/maintains the lift stations/force mains, larger interceptor sewers, and the wastewater treatment facility.

The City and the UCSD have adopted sewer lining rehabilitation methods for decades as a reliable, cost effective rehabilitation and preventative maintenance measure to effectively extend the life and reliability of our collection system infrastructure. Sewer lining is also an effective rehabilitation and preventative maintenance measure that could be performed on individual property owners' sewer service laterals. The City and UCSD make public education efforts but the general public remains uninformed or ignorant. This program incentivizes making good long-term decisions (50-100 years) for the infrastructure rather than short-term decisions for the duration that someone owns a property (typically less than 15 years).

C. Project Information

Completed by tacowan@urbanaillinois.us on 11/16/2022 10:25 AM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
In my past experience as a municipal engineer, consultant engineer, design firm owner, and director of public works I can attest that sewer lining is about 5 times more affordable than having to reconstruct sewer infrastructure. It is approximately the same cost to line an entire service lateral as it is to perform a short 5-10 foot pipe repair. Many property owners ignore the facts that there could be big/costly issues and prefer to work with plumbers to temporarily relieve a blockage through rodding/jetting for a few hundred dollars and just pass the issues along to the future property owners.

I have also been part of multiple inflow/infiltration studies for communities that were experiencing substantial inflow/infiltration into their sanitary sewer system which resulted in substantial sanitary sewer overflows and hundreds of thousands of dollars in meaningless annual operating costs to treat water that did not require treatment. I know UCSD is planning major plant improvements in the near future; every effort we can make to affordably reduce the scale of those necessary improvements should be pursued; ultimately the costs of those improvements will be passed along to our citizens.

See additional documentation attached for references to case studies and other programs like this.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
For the City's pilot program we would propose targeting the Dr. Ellis Subdivision which was constructed approximately 60 years ago and is located within a Qualified Opportunity Zone and a HUD Qualifying Tract.

Citizens from this area have been vocal about concerns with the sewer infrastructure in their neighborhood for the past 10 years. The age and condition of the public sewer infrastructure in the area has resulted in the City lining the majority of the public sewer mains here which is a good indication that the laterals are probably in similar need of rehabilitation. We would propose to address lateral connections with grout injection and install service lateral liners for all property owners who provide consent to do so proactively. A cost share has not been defined yet but the intent would be to provide this at low (or no) cost to property owners in this pilot program; the future of the program is intended to be for all but may be structured to provide greater benefits to low-income or disadvantaged groups. The City is optimistic that UCSD may have a vested interest in partnering in this program financially (similar to how they have on our Overhead Sewer Program) but the long-term sustainability of this program may require financial participation from citizens.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
Applicant is the City of Urbana.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The cost was generated based on current costs associated with the City of Decatur, IL program, referenced previously, and speaking with lining contractors about budgetary estimates. After speaking with both Decatur (~$6,500 per service) and multiple lining contractors (~$8,500 per service) it is reasonable to budget for ~$7,500 per service for construction. I also presumed approximately 20% of the overall construction costs, or about $1,500 per service, would be required for engineering design, bidding, and construction observation. The total overall cost of approximately $9,000 per service was arrived at and is comparable to the average cost for a single spot repair under pavement (~$8,700 based on information from our pavemement reimbursement program). This means for about the same costs of replacing maybe 10 feet of pipe under pavement, the entire service lateral can be rehabilitated for upwards of 50 years.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The funding request would sufficiently ensure the proposed project is fully administered. Other funds being considered/pursued would be financial partnership with UCSD to pay for a portion of the costs. As previously discussed, long-term sustainability of this program may require some financial participation from citizens but that is yet to be determined; this pilot program could be fully funded without their financial participation. If additional funds were secured, we would potentially look to expand the pilot program to provide benefit to more properties with similar parameters; age/condition of infrastructure has required lining recently (or needs to be lined) located within a Qualified Opportunity Zone and a HUD Qualifying Tract.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
As discussed, we would be seeking a financial partnership with UCSD on this program and potentially with addtiional financial participation from our citizens if necessary to sustain the program.

Options could include (but not be limited to):

1) City pays 1/3, UCSD pays 1/3, Property Owner pays 1/3
2) Property Owner pays fixed fee, City/UCSD split remaining costs 50-50
3) City pursues reasonable rate adjustment to support the program globally based on analysis of existing system age/condition

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
Nothing officially; the City would like to pursue a partnership with UCSD. This is being discussed in greater detail with UCSD representatives but they have expressed interest.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**

- **Carry out the work described in the previous questions.**

The City is staffed with multiple professionals with the necessary expertise to administer grant funds and the technical design/construction efforts from our Community Development Department and Public Works Department.

The Community Development Department has a grants management division that manages $Millions annually of grant funds.

The Public Works Department has an engineering division that is responsible for planning/implementing the City's Capital Improvement Plan that includes dozens of projects annually and averages about $11 million/year over the next 5 years.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
I think the primary measure of success is if it has public support with reasonably sustainable public support financially (if necessary).

We will keep a record of public support based on the number of properties that take advantage of the program in this first year. We will also plan to survey the participants (and non-participants) to gain information on what they liked about the program, what they didn't like about the program, what cost-share structures they would consider, and what level of personal financial participation they would support (if they were asked to participate financially).

I think a secondary measure of success is if UCSD recognizes the value to participate financially. Provided they do, they effectively reduced the financial committment from the City/Citizens to sustain the program.

A tertiary measure of success could be to evaluate the existing service lateral conditions pre/post construction to analyze cost versus level of improvement and/or cost versus added life expectancy.

Another option would be to conduct pre/post project construction flow monitoring to identify the level of infiltration reduction from the improvements and associate a cost/gallon of flow reduction similar to what some of the other case studies previously referenced did. Based on my research, I think there are plenty of other case studies that have already performed this to sufficiently support the effectiveness of the program so I don't believe this is of great value. If desired, this could be included but an additional 10% on top of the overall budget (~$130,000) to perform this effort which would require 6 months of consultant flow monitoring (3 preconstruction and 3 post construction).

C.10. Please describe any other COVID relief funding that your organization has received.
Applicant is the City of Urbana.

D. Project Budget

Completed by tacowan@urbanaillinois.us on 11/16/2022 10:19 AM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Professional Services - Legal financial or other professional service costs	$216,000.00
Construction Costs	$1,080,000.00
	$0.00
	$1,296,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	
2024	108000
2025	1188000
2026	0

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?

Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by tacowan@urbanaillinois.us on 11/16/2022 10:24 AM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

References for Laterl Lining Pilot Program.pdf
Reference 1.pdf
Reference 2.pdf
Reference 3.pdf

Submit

Completed by tacowan@urbanaillinois.us on 11/16/2022 10:26 AM

Case Id: 30334
Name: City of Urbana - 2022
Address: 706 S. Glover Ave

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Tim A. Cowan
Electronically signed by tacowan@urbanaillinois.us on 11/16/2022 10:26 AM

Today's Date
11/16/2022

REFERENCES FOR LATERAL LINING PILOT PROGRAM

Reference 1

https://www.wef.org/globalassets/assets-wef/3---resources/online-education/webcasts/presentation-handouts/presentation-handouts---12-6-17-webcast.pdf

See Sweet Home, OR success story (PDF pages 7-26);

Key points: private lateral rehab was key to I/I reduction; reduced plant peak flow by almost 50%; lining of mains only resulted in 12% flow reduction, lining of laterals only resulted in 40% flow reduction, and lining both mains and laterals resulted in 88% flow reduction.

Reference 2

https://bldllc.net/wp-content/uploads/2019/09/Hazen-WEF-Collections-White-Paper-1.pdf

Key points: private lateral rehab was part of effort to reduce 90% of volume and 70% reduction in peak flows this results in substantial operating cost savings and capital expenditures

Reference 3

https://decaturil.gov/sewer-lateral/

Key point: This program is a result of a consent decree from IEPA due to excessive number/frequency of sanitary sewer surcharges; something that could happen if our system is not continually well maintained.



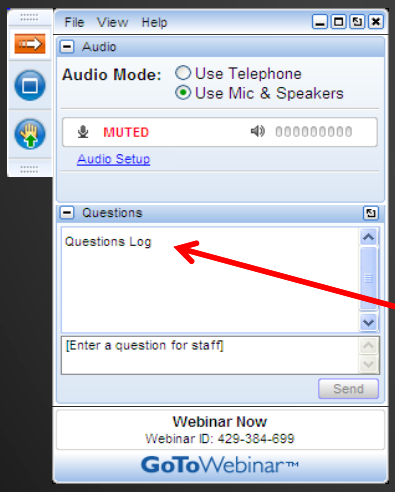
Looking Back, What Did We Accomplish? I/I Reduction Case Studies and Lessons Learned

Wednesday, December 6th, 2017

1:00 – 3:00 PM ET

Water Environment Federation
the water quality people

How to Participate Today



- **Audio Modes**
  - Listen using Mic & Speakers
  - Or, select "Use Telephone" and dial the conference (please remember long distance phone charges apply).
- **Submit your questions using the Questions pane.**
- **A recording will be available for replay shortly after this webcast.**

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Andy Lukas, Brown and Caldwell

- Vice President
- Wet Weather Solutions Group Leader
- 27 Years Experience
- BSCE, MSCE
- PE, WI
- WEF CS I/I, PPII Lead



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Opening Remarks on I/I Reduction Programs

Andy Lukas, Brown and Caldwell

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Sources of I/I in Sanitary Sewer Systems

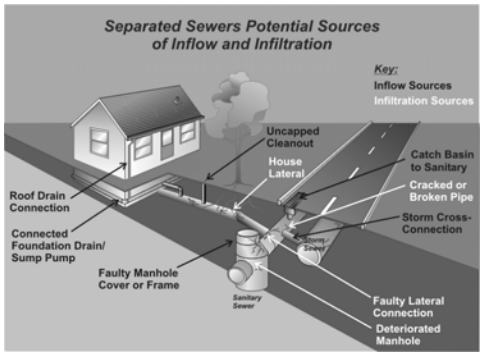


Figure 3-1. Typical Sources of I/I
Source: WERF, Reducing Peak RDII Rates – Case Studies and Protocol, 2003

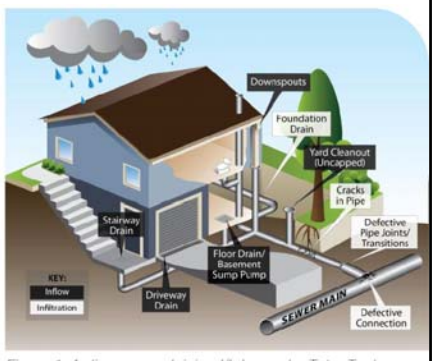


Figure 1. A diagram explaining I/I. Image by Tetra Tech

Source: WEF, Private Property I/I Fact Sheet, 2016

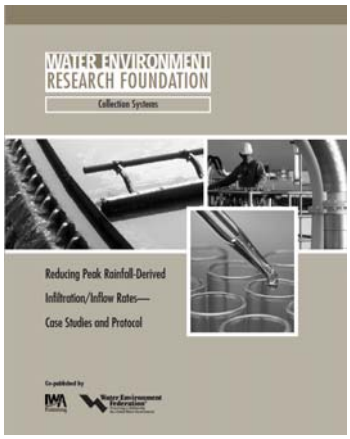
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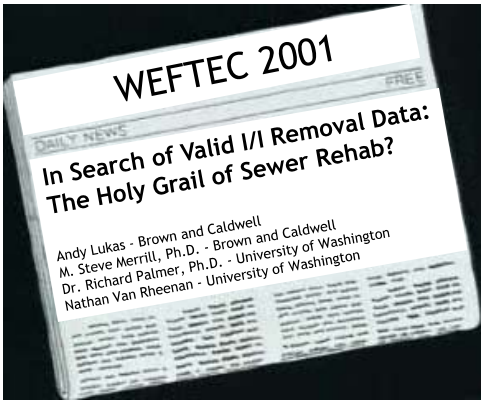
Why Do We Pursue I/I Reduction?

- Because the Regulator Said So
- Because the Boss Said So
- Because the Consultant Said So
- Because It Just Made Sense

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On a Quest to Find I/I Reduction Case Studies





Update on a National I/I Reduction Project Database
WEF Collection Systems Specialty Conference, 2007

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Cost Effective I/I Reduction: Holy Grail or White Whale?



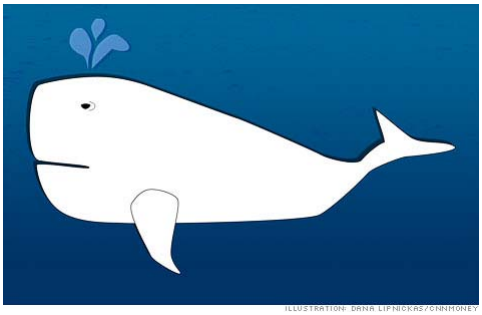


ILLUSTRATION: DANA LIFNICKAS/ONNMONEY

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Why Is Understanding I/I Reduction Elusive?

- We Don't Fully Understand Our I/I Before We Do the Work
- We Don't Gather the Right Flow Data
- We Don't Fix the Right Things
- We Don't Fix Things Right
- We Don't Ask the Right Questions

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Should We Bother Chasing Answers to Our I/I Reduction Questions?

- Yes. Rate Payers and Governing Boards Deserve to Know
- Yes. If Your System Can Function More Cost Effectively With Less I/I, Go For It
- Yes. The Money You Spend Chasing Answers Is Far Less Than What You Will Spend on Useless I/I Reduction Efforts.

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Today's Case Studies of I/I Reduction



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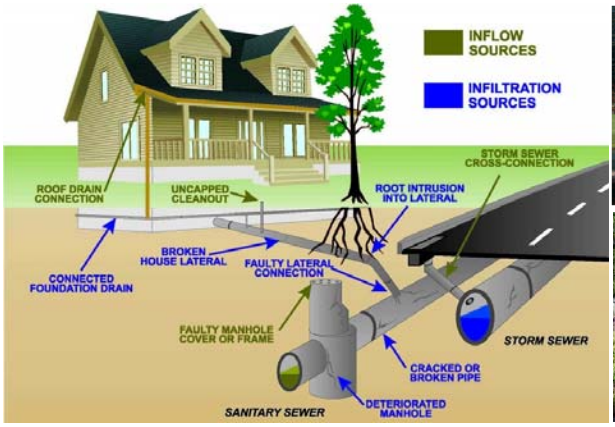
Sweet Home, Oregon
I/I Reduction Success Story



- Jon Holland, Vice President, Brown and Caldwell

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Sweet Home, Oregon
I/I Reduction Success Story



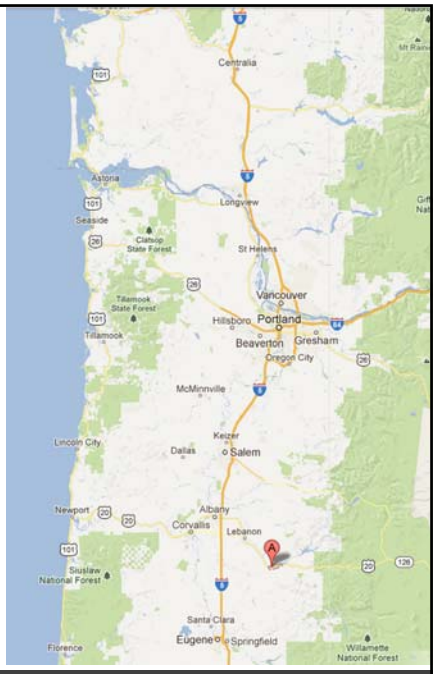




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Background

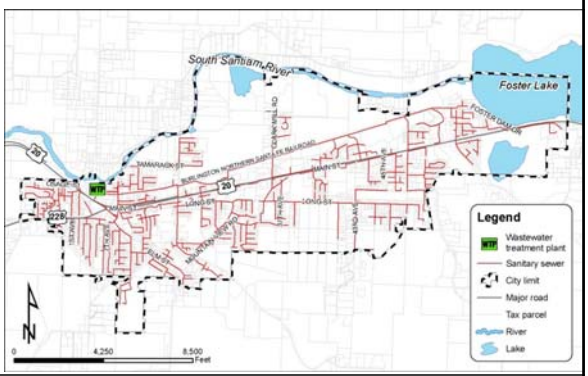
- Population 9,000
- Former timber economy
- On rainy side of Cascades
- Annual rainfall 55 inches
- Adjacent to South Santiam River
- Few basements



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Collection system and WWTP

- About 50 miles of pipe and 4,000 laterals
- 6 to 24 inches, mostly concrete
- Most 1940's era
- Avg DWF: 1 mgd
- WWTP peak capacity: 7 mgd



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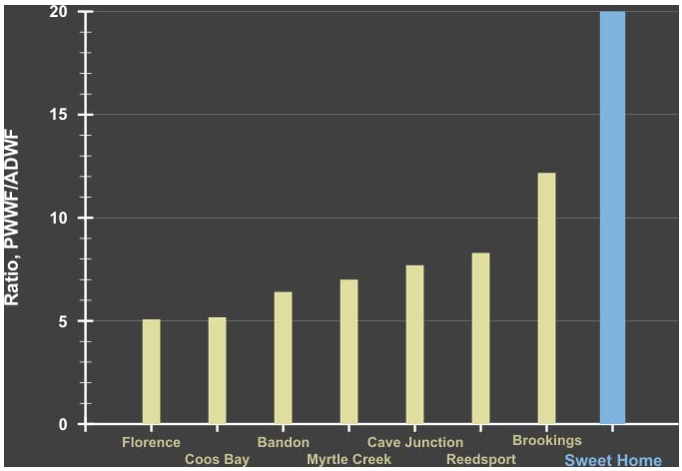
Regulatory compliance problem

- Repeated sanitary sewer overflows (SSOs) in 1990s and early 2000s
- Oregon DEQ required elimination of SSOs up to the 5-year storm by January 2010
- Mutual Agreement and Order



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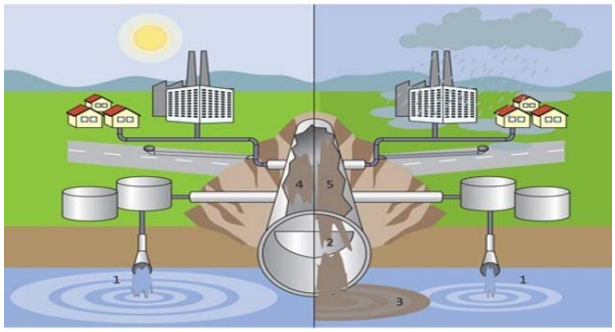
2002 Facility Plan showed 22:1 peaking factor



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Alternatives considered

- WWTP improvement: $17M to upgrade WWTP
- I/I reduction, if not focused,
  75% of sewers and laterals: $30M



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City's decision process

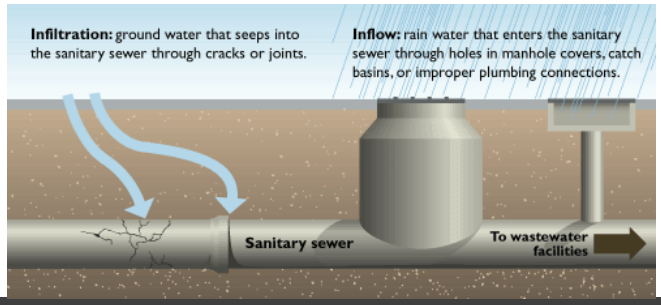
- Looming regulatory deadline
- Wide-spread, costly I/I
- Collection system continuing to deteriorate
- Prior WWTP capacity upgrade



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Fix the sewers, least overall cost

- Must address structural issues anyway
- Prioritize work – focus for best ROI
- Measure progress, document results



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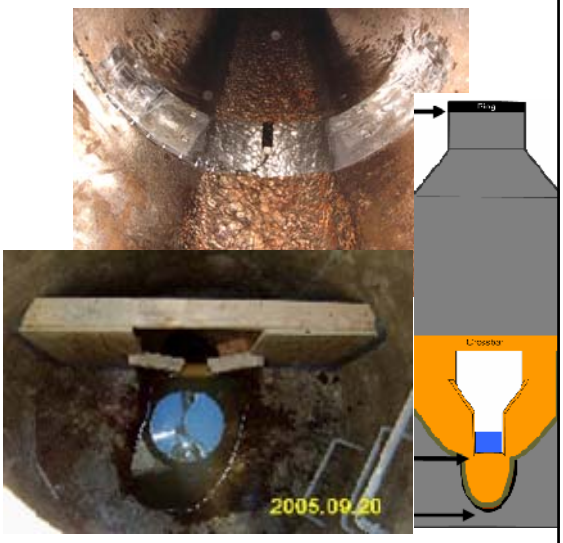
Step 1: SSES foundation for success

- SSES–sewer system evaluation survey
  - Smoke-testing and dye testing for inflow
  - Flow monitoring prioritizes basins
  - Exfiltration testing where monitoring not practical
  - CCTV and manhole inspections
- Good data prioritizes projects and measures progress
- Focuses effort, relatively low cost

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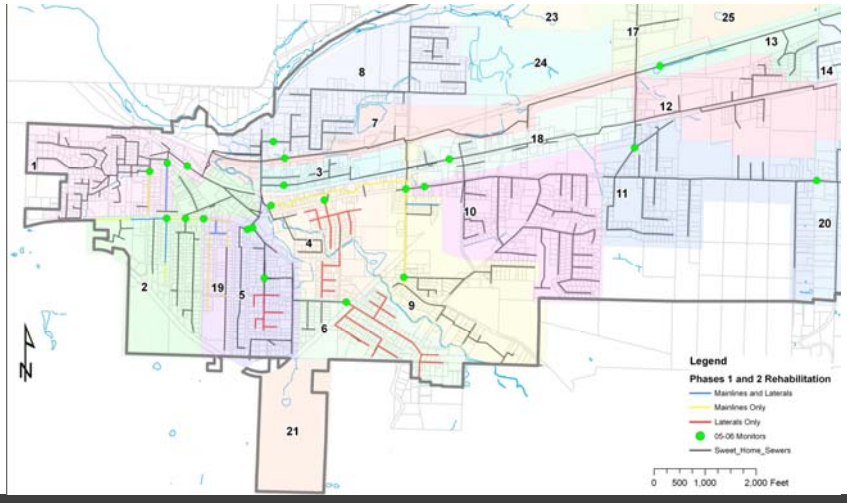
SSES – flow monitoring

- Area-velocity meters
- Volumetric weirs
- Basin resolution increases as program evolves



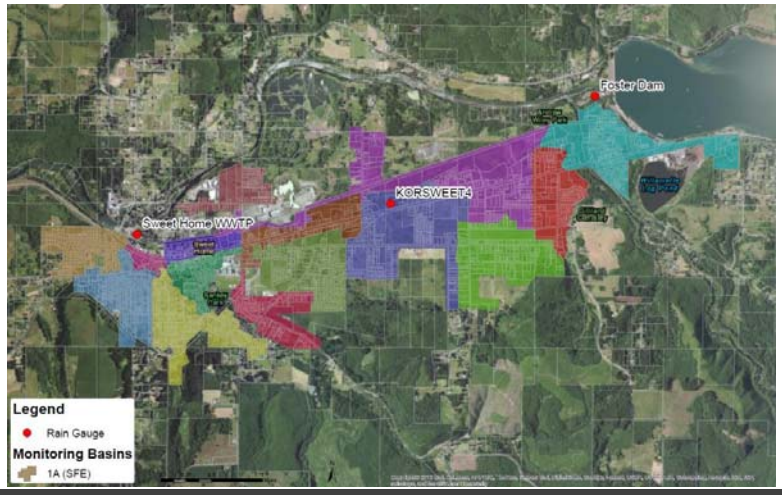
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Flow monitoring at appropriate intensity



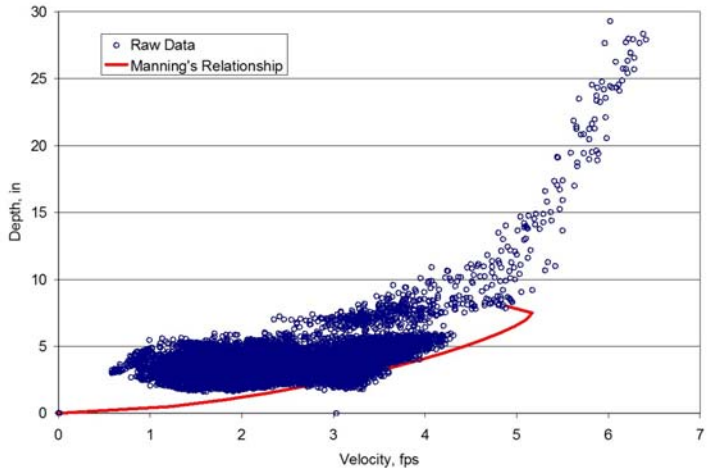
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Good rainfall data critical for later analysis



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Regular flow data check key for QA/QC



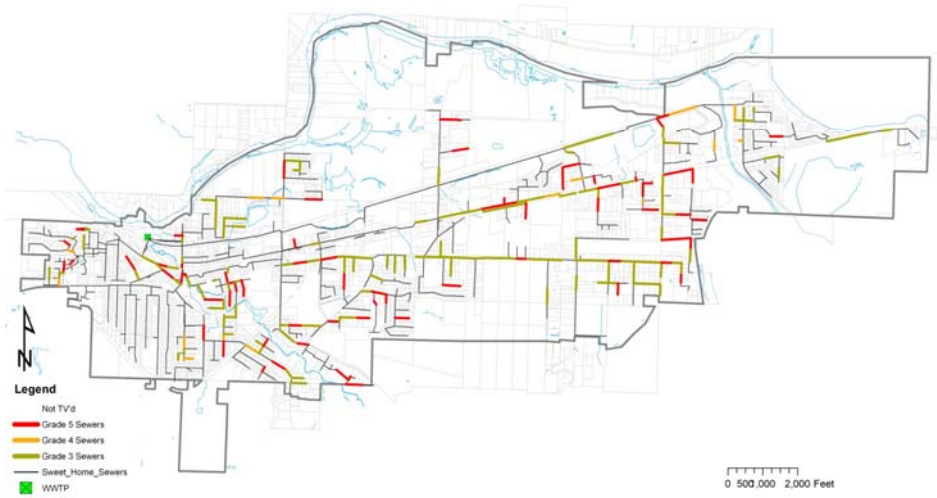
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SSES – CCTV



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Structural condition problems



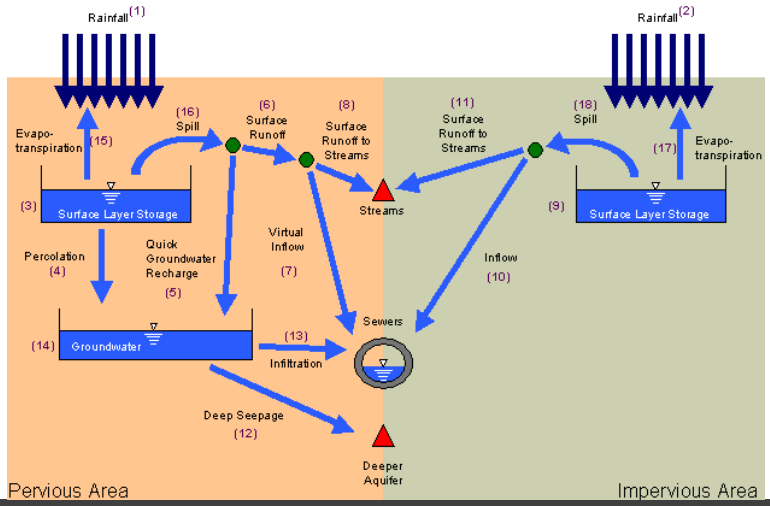
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SSES – smoke testing and MH inspections identify easy fixes



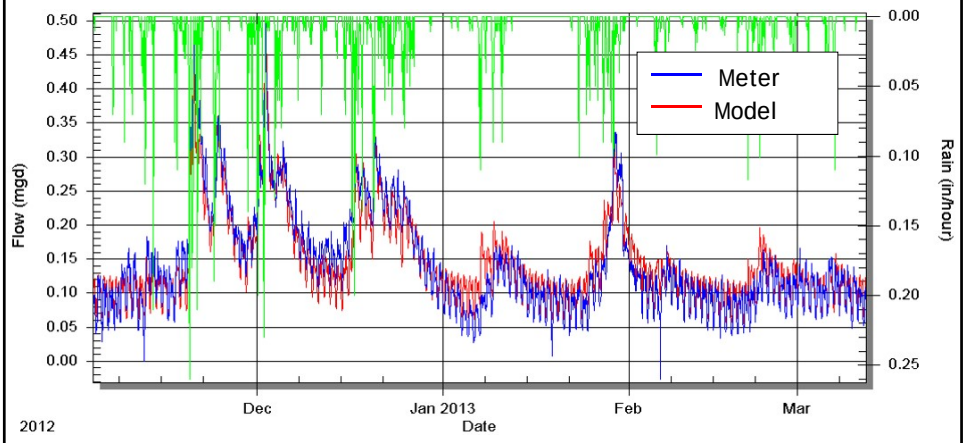
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Step 2: calibrated hydrologic models predict system response to rainfall



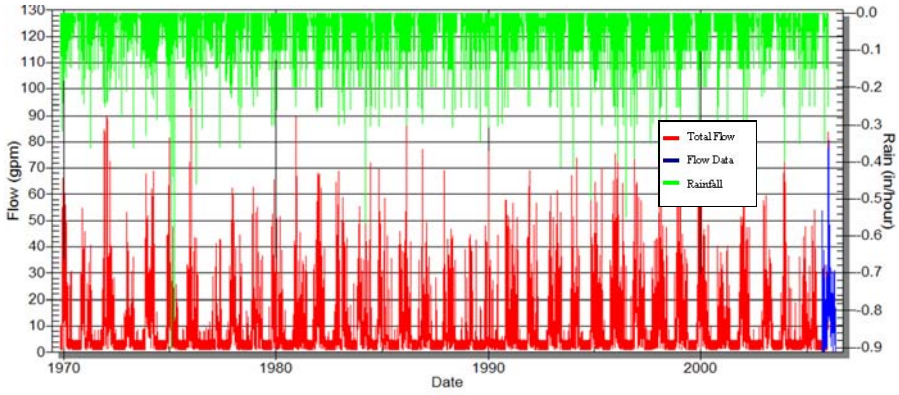
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Well-calibrated model allows confident predictions at target event



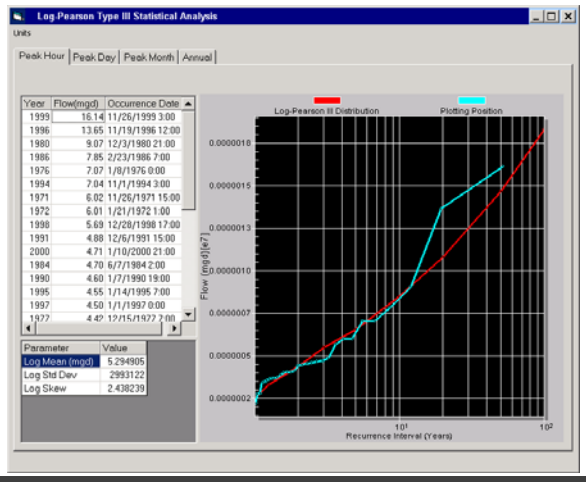
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Historic rainfall record run thru model to predict flows from large events



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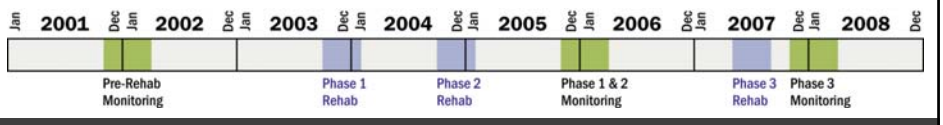
Statistical analysis of long-term hydrograph identifies flows at various recurrence intervals



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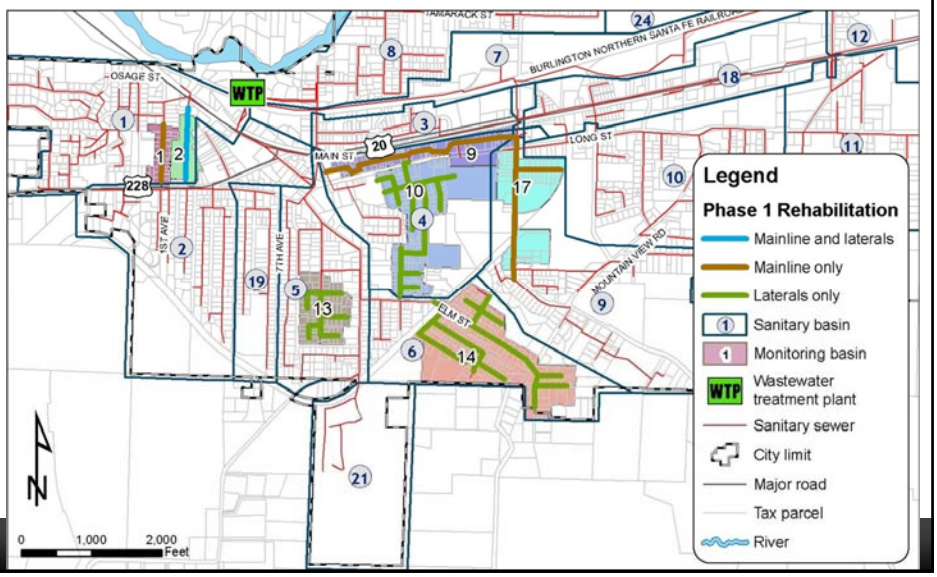
Step 3: multi-phase rehab program

- Four phases of work in Sweet Home
- Each phase had pre/post monitoring/modeling
- 10 years total, Phase 4 completed in 2011-12, monitoring in 2012-13

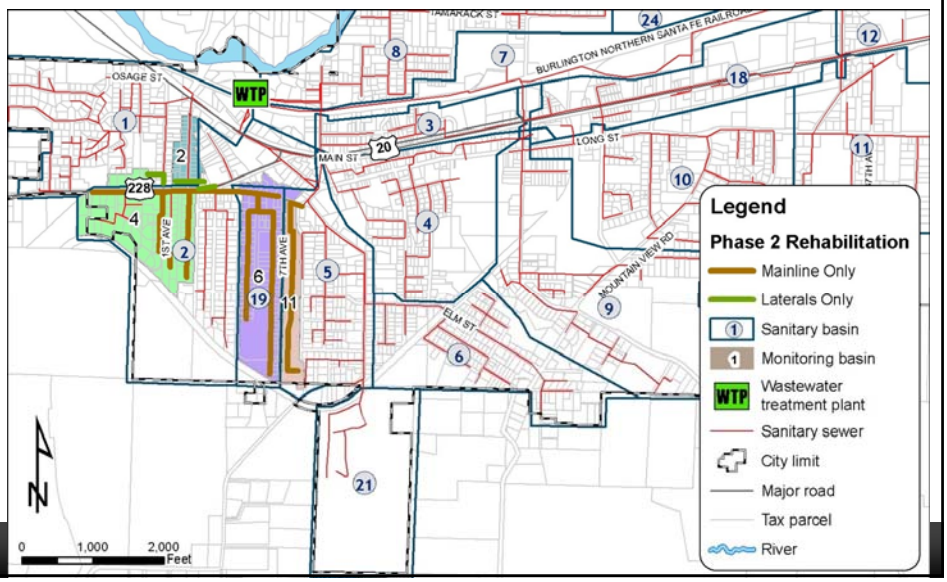


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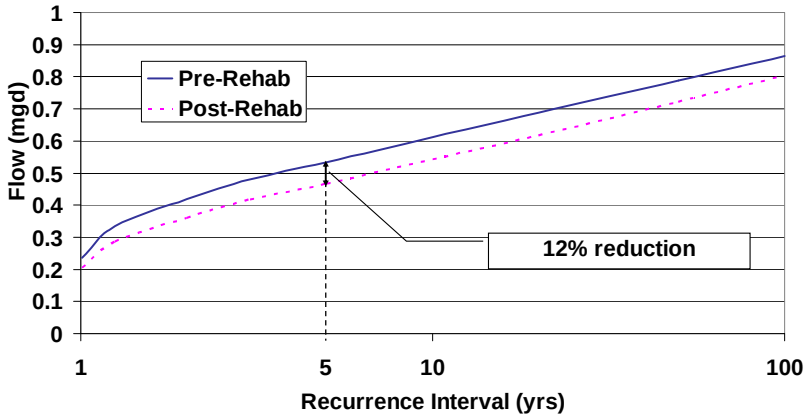
Phase 1 (2003) included areas of laterals only, mains only, and mains and laterals



Phase 2 (2004) addressed the mains and lateral connections only

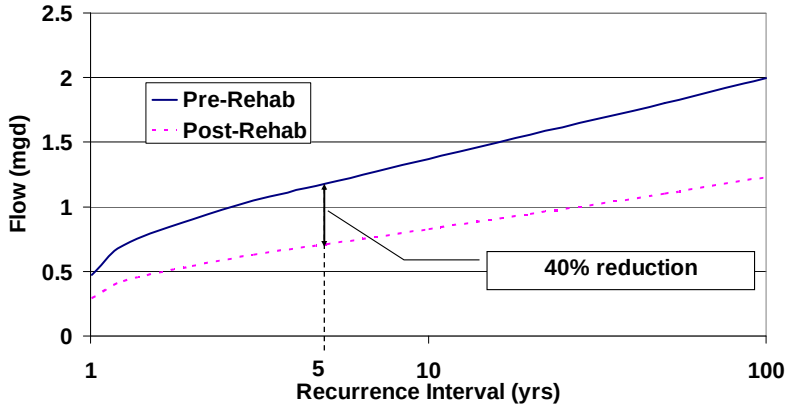


Pre- and post-construction comparison: mains only



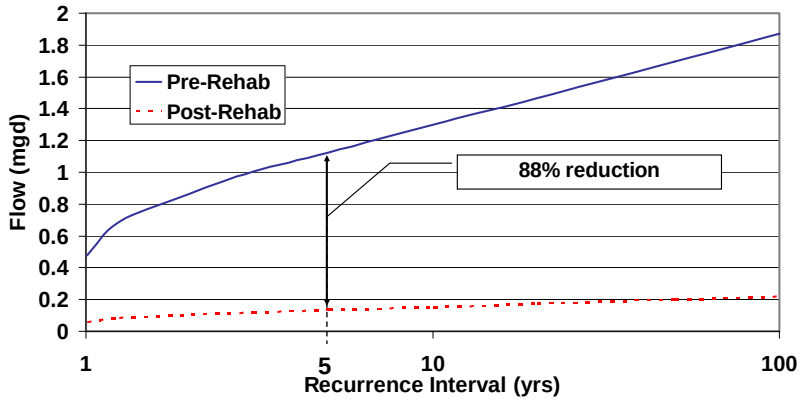
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Pre- and post-construction comparison: laterals only



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Pre- and post-construction comparison: mains and laterals



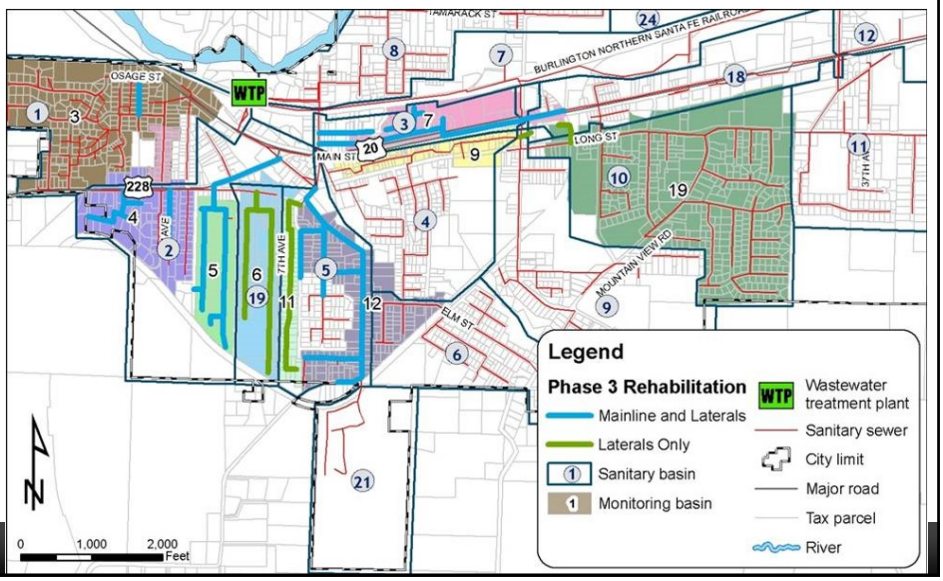
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Cost-effectiveness results from Phases 1 and 2 drive Phase 3 approach

Method	Footage or quantity	Cost, $	I/I reduction, gallons	$/gallons removed
Full	1,200 feet and 15 laterals	398,000	970,000	0.40
Mainline only	20,000 feet	1,000,000	36,000	28
Laterals only	330	1,426,000	54,000	26

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Phase 3 (2012) addressed new basins and partially completed basins

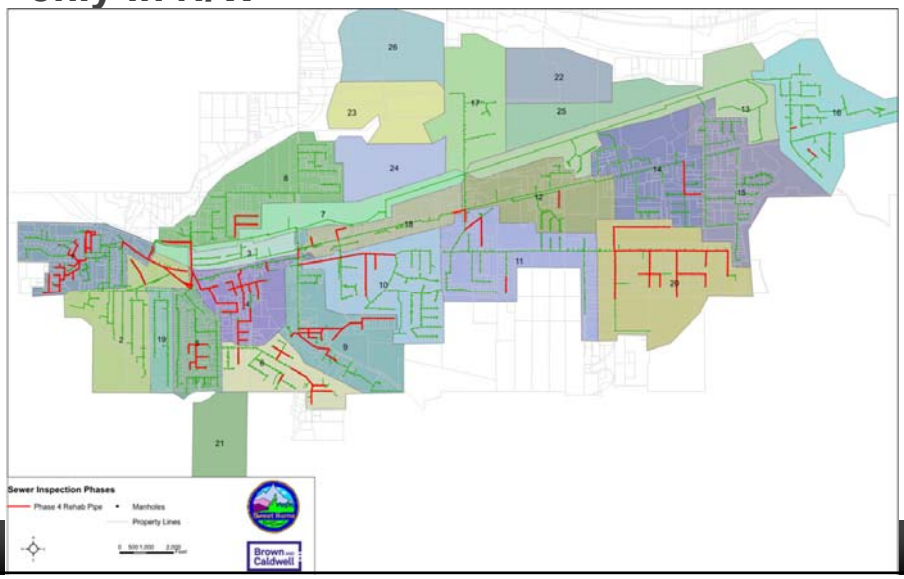


Full rehabilitation yields 70 percent I/I reduction (Phase 3)

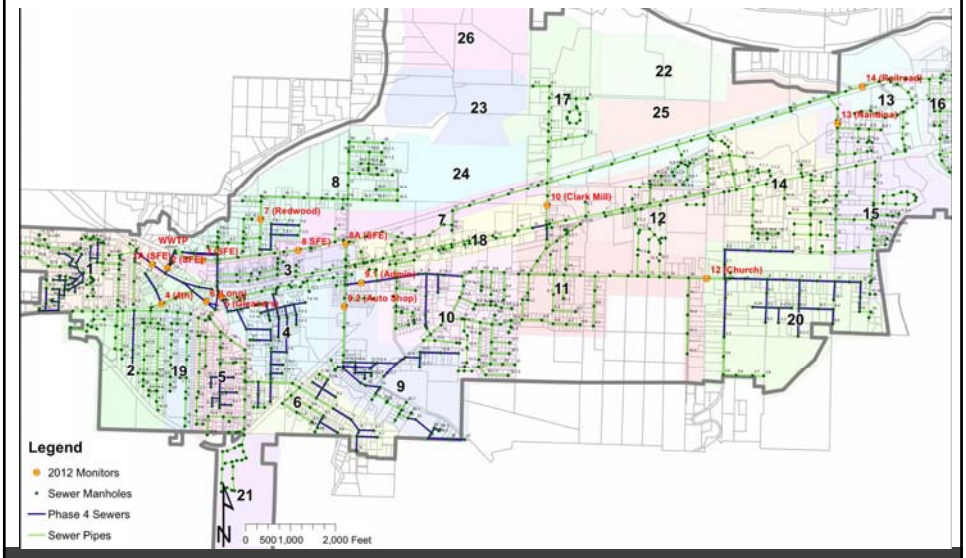
Sanitary Basin	Work performed	Pre-rehab peak-hour flow, mgd	Post-rehab peak-hour flow, mgd	I/I removal, mgd	Reduction in peak-hour flow, %
19	Laterals, by change order (mainlines previously rehab'd)	1.21	0.30	0.91	76
5	Laterals (mainlines previously rehab'd)	0.40	0.09	0.31	77
5	Mainlines and laterals	0.84	0.19	0.65	77
3	Mainlines and laterals	0.38	0.13	0.25	65
2	Mainlines and laterals	0.49	0.25	0.24	50
Total		**3.31**	**0.96**	**2.35**	**71**

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Phase 4 addressed new basins and partially completed basins but laterals only in R/W

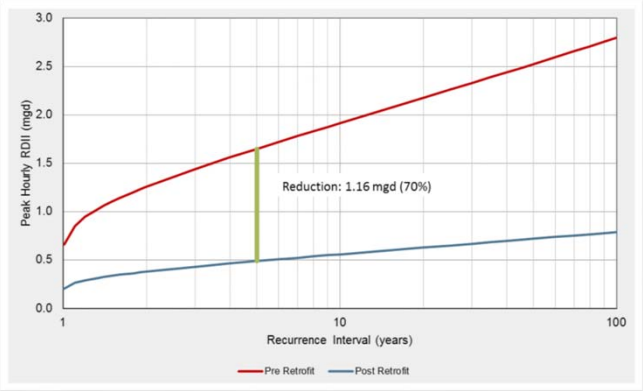


Post-Phase 4 flow monitoring



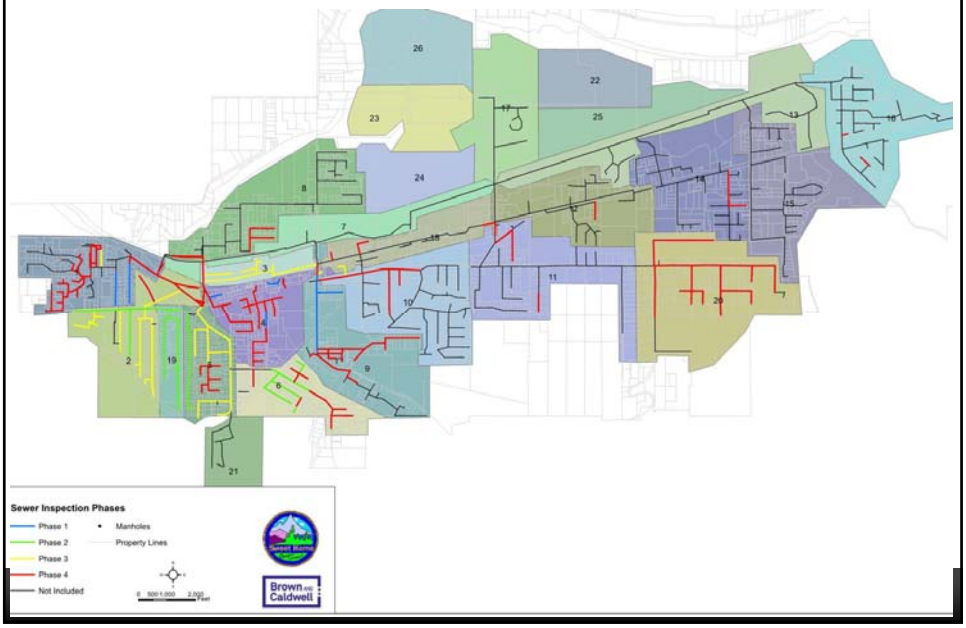
Post-Phase 4 compared to post-Phase 3

Monitoring basin	% reduction
1	68
4 and 6	70
9	15
20	35
Total	2.1 mgd

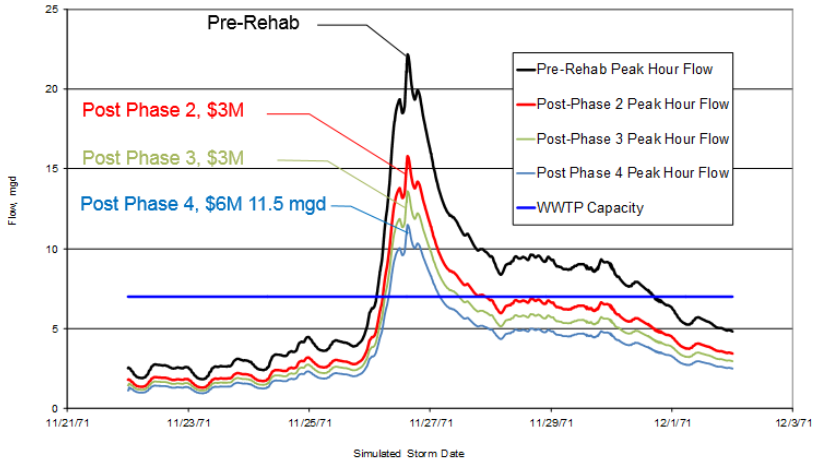


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R&R work completed to date

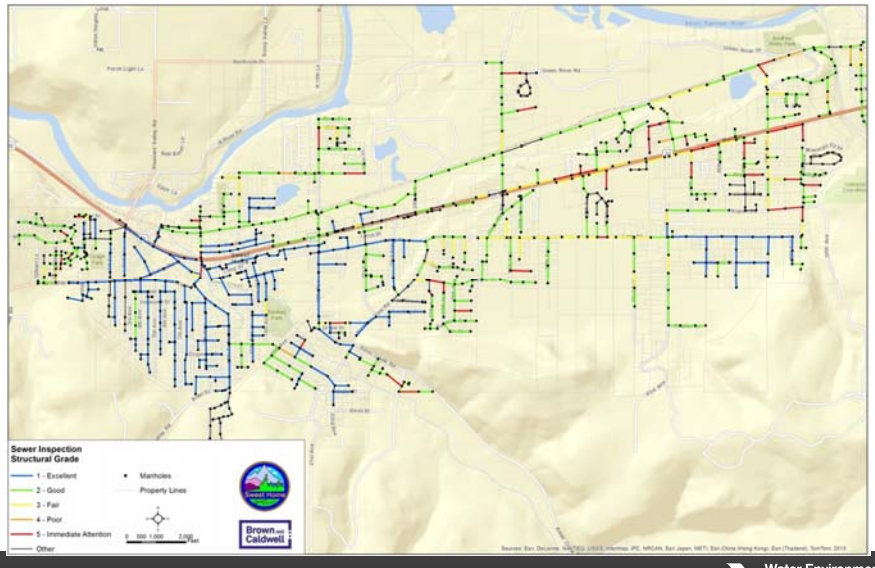


Updated 5-year peak hour flow at WWTP



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Structural condition – work still to do



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Condition grades estimated today

Summary of Post-Phase 4 Condition Grades				
Condition grade	Structural		Operational	
	LF	Percent of total inspections	LF	Percent of total inspections
5 (Failed)	16,968	7.4	2,086	0.9
4 (Poor)	3,930	1.7	4,607	2.0
3 (Fair)	26,436	11.5	5,542	2.4
2 (Good)	109,184	47.3	137,059	59.3
1 (Excellent)	74,187	32.1	81,806	35.4

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Progress to date

- $15M spent total ($12M construction)
  - Phase 1: $1.3M
  - Phase 2: $1.7M
  - Phase 3: $3.1M
  - Phase 4: $6.0M
- 35% of main line sewers (92,500 LF)
- 30% of laterals completed (1,200)
- > 50% of peak RDII in system removed, 70% in many basins where full rehab occurred



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Conclusions and lessons learned

- Quality flow monitoring crucial for I/I reduction work
- Prioritize basins to focus investments, maximize ROI
- Private laterals key to I/I reduction
- If all mains had been done but no laterals, only 5 mgd reduction for over $40M assuming 20% I/I reduction

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Conclusions and lessons learned (cont.)

- SSOs predicted now at 2-year recurrence
- Over $1.4M in upsizing no longer needed
- Continue to invest in sewer system, but at slower rate
- WWTP upgrades now cost-effective



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Golden Valley's I / I Problem

- Notified of peak discharge violation in 2005
- Surcharge Implications - $380,100/yr over 5 years
- Meter change out – sump pump inspections
- Performed 2005 I/I Study

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I / I Study

- City wide problem
- Recommendations
  - Strengthen Sanitary Sewer Ordinance
  - Implement service lateral inspection/repair program
  - Continue “drain tile” service program
  - Continue inspection/repair program on City system



Golden Valley’s I/I Reduction Strategy

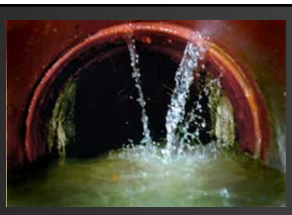
- Three-pronged approach
  - MCES (8 miles of pipe)
  - City (113 miles of pipe)
  - Private Laterals (147 miles of pipe)
- Willingness to modify & improve process over time



Focus of Today's Discussion

- Private System & City System
  - Ordinance (Jeff)
  - Point of Sale inspections (Bert)
  - Ongoing maintenance efforts (Bert)
  - Pavement Management Program (Jeff)
  - Capacity Issues
    I-394 Study

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Ordinance Revisions

- Staff recommendation to Council
  - Develop process to address private system Develop approach based on:
    Plumbing permits (excess of $10,000)
    Planning actions (CUP, Subdivision, Variance)
    Construction activities (New, Demo, Addition)
- Direction from Council
  - Implement Point of Sale program
  - Include plumbing permits, planning actions

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Point of Sale

Implementation of a service lateral inspection/repair program

SECTION 3.31 CERTFICIATE OF INFLOW AND INFILTRATION ("I&I") COMPLIANCE

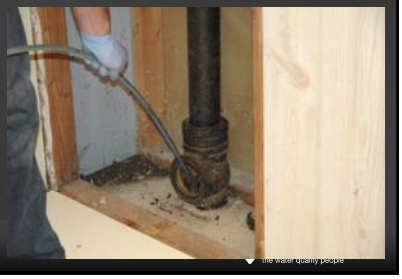
Subdivision 1. Required. No person shall sell, advertise for sale, give or transact a change in title or property ownership of real property with one or more buildings or structures, without first obtaining a certificate of I&I compliance from the City or complying with Subd. 5 hereof.

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Point of Sale

- Public and realtor notification of Point of Sale program
  - Strong realtor opposition at first, since better
  - Public education and input
    - Sewerfest
    - Mailings, Newsletter
    - Cable TV
    - Meetings with realtors



BT

Service Lateral Inspection Program Inspection Forms and Correction Notices

- Inspection costs
  - $250 residential
  - $750 commercial



Fit one full page to window

Public Works Department | 7800 Golden Valley Road, Golden Valley, MN 55427-4588
763-593-8030 | FAX: 763-593-8024 | TTY: 763-593-3988 | www.goldenvalleymn.gov

city of golden valley

Sanitary Sewer Service Compliance Inspection

DATE ____/____/____ TIME ____:____ ☐ AM ☐ PM ☐ POS ☐ PMP (Year _____)

NAME | INSPECTION NUMBER

HOUSE NUMBER | STREET NAME

ALTERNATE MAILING ADDRESS

PHONE ___-___-____ | VIDEO TAPE # ☐☐-☐☐-☐☐☐ | TIME ____:____ ☐ AM ☐ PM

SIGNATURES

OWNER/OCCUPANT SIGNATURE | INSPECTOR SIGNATURE

SERVICE LATERAL INSPECTION FINDINGS (Inspector's Notes)

OF STACKS: | ENTERED S.L. AT:

Roots: _____
Offset Pipe Joints: _____
Mineral Deposits: _____
Unknown Deposits: _____
Sag/Pipe Deflection: _____
Chipped Pipes: _____
Cracked Pipes: _____
Notes/Other: _____

Final Cleanout | 4"to 6" Transition | Length of Service

SUMP PUMPS	FOUNDATION DRAINS	FURTHER INVESTIGATION
Number: _____ Number Discharged: ____ Correctly ____ Incorrectly ____ Unknown	Number: _____ Number Discharged: ____ Correctly ____ Incorrectly ____ Unknown	☐ No one home ☐ Access to Service Lateral needed ☐ Other: _____

Staff Use Only

☐ Compliant ☐ Non-compliant | REASON CODE | REVIEW DATE

This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.

3/23/11

White Copy: Property Owner Yellow Copy: City of Golden Valley/SEH

ment
BT

Picture on the left is a floor drain under the concrete floor, on the right is beaver board discharging into floor drain





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the water quality people

Correction notices need to be clear and concise as possible.

- Service repair costs
  - Range $500 - $8,000
  - Average $3,500



(Date)

Resident (Name)
(Address)
Golden Valley, MN 55422

Subject: **CORRECTION NOTICE**
Point of Sale Inflow and Infiltration Compliance Inspection
(Address), Golden Valley, MN

Dear (Name):

The City of Golden Valley recently performed a closed-circuit television inspection of the sanitary sewer service as part of the Point of Sale Inflow and Infiltration Reduction Program.

Following the televised inspection of the sewer lateral, staff reviewed the noted defects in the lateral to determine if they were a source of infiltration during spring thaw and summer rain events. The review of the inspection determined that the sewer service at the property is not in compliance with City Code Section 3.31, due to:

- Pipe joint defects including root intrusion/mineral deposits from 21.5-feet to 96.5-feet.
- Unknown connection at 16-feet (possible final cleanout, cover stuck) needs to be verified.

The final cleanout is at 16-feet. The 4-inch to 6-inch transition is at 67-feet. The total length of your service from the point that televising began is 97-feet.

These defects will require repair, followed by another televised inspection in order to receive a Certificate of Compliance. All repairs require a permit from the City of Golden Valley Inspections Department. Please contact them at 763.593.8090 regarding this permit.

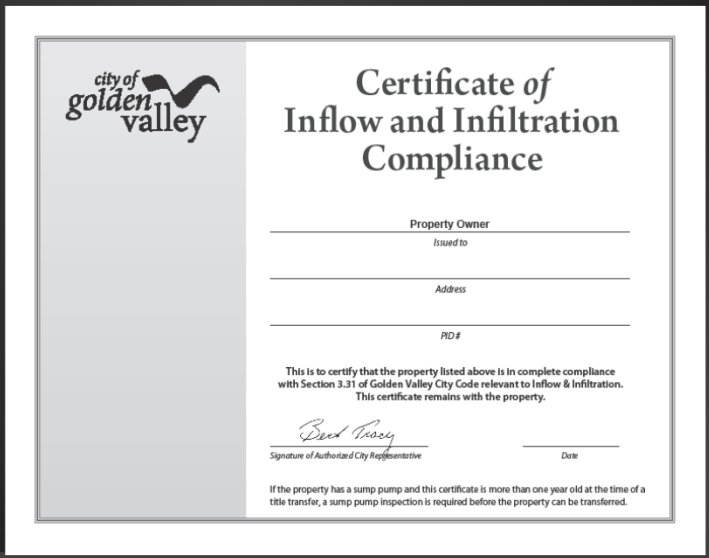
Once the corrective measures are complete, please contact the Public Works Department at 763.593.8030 to schedule a follow-up inspection.

If you have any questions, please call me at 763.593.3981.

Sincerely,

Bert Tracy
Public Works Maintenance Manager

Compliance Certificate



city of golden valley

Certificate *of* Inflow and Infiltration Compliance

Property Owner
Issued to

Address

PID #

This is to certify that the property listed above is in complete compliance with Section 3.31 of Golden Valley City Code relevant to Inflow & Infiltration. This certificate remains with the property.

Bert Tracy
Signature of Authorized City Representative

Date

If the property has a sump pump and this certificate is more than one year old at the time of a title transfer, a sump pump inspection is required before the property can be transferred.



Ongoing Maintenance Efforts

- Replace MH covers (100% complete, 2880 covers replaced)
- MH Sealing (30% complete)
- Televising (5-7 miles/year)
- Lining mains in areas of concern (1-2 miles/year)
- Flow monitoring (on-going)
  - 14 meters
  - Identify problem areas
  - Monitor Progress



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Pavement Management Program

- Replacement – broken pipes
- Sewer lining
  - Primary rehab for I/I
  - Early-2000s – pipe lining, short liners
  - Mid-2000s – full length liners
  - 50-75% City mains in PMP repaired each year
  - 100% City Mains 2015-17 PMP

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Pavement Management Program

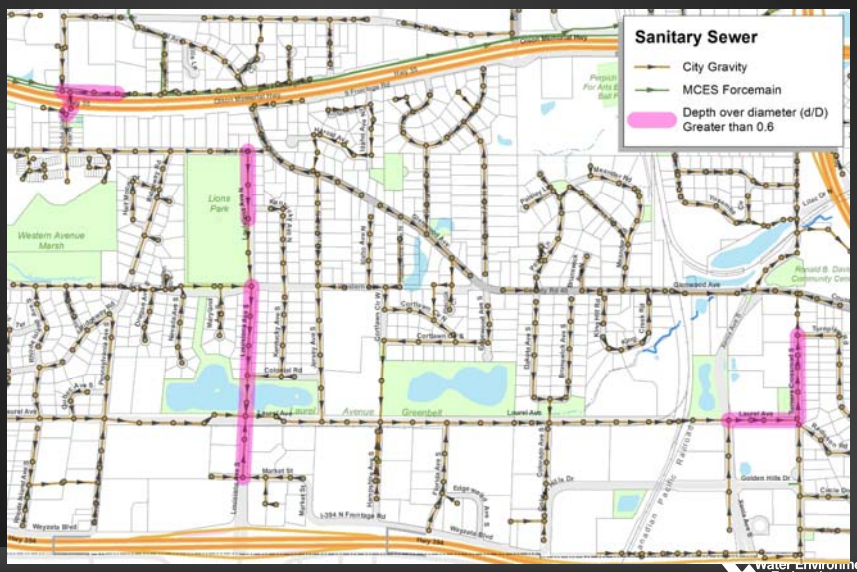
- Reconstruct & seal manholes
- Install water tight castings
- Drain tile system – sump connections



PMP Inspections: Evolving process 2006-2014

- 2010 New voluntary repair program
  - Pre-qualified contractors
  - Master contract with City
  - Assessment option
    Recently extended city wide
- Resident inspections
  - Follow POS process
  - No charge for inspection
  - Informed decisions

2014 I-394 Study



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2014 I-394 Study

- June 2013 Rainfall Event – increased flow rate of 310 gpm (0.45 MGD)

Table 1: June 2013 Flow Data

Peak Flow	1670	gpm
Peak Allowable Flow: ADF x 3.4	1360	gpm
Difference due to I/I	310	gpm

Table 2: Incremental I/I Reduction

	Change in Flow (MGD)	Equivalents of:		
		Apartments (Units)	Office (Employees)	Retail (SF)
30% I/I Reduction	0.13	1,190	8,370	3,720,000
50% I/I Reduction	0.22	1,984	13,950	6,200,000

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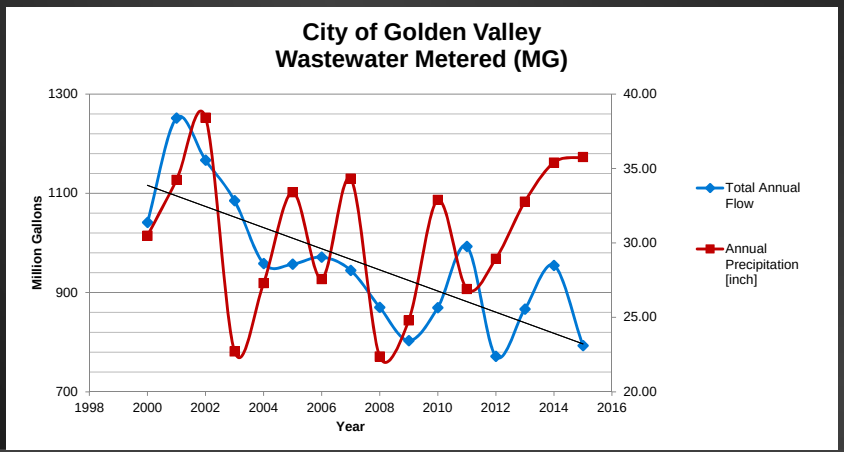


How are we doing? *Private service compliance*

- 8,000 total services in City
- 10+ years of inspection tracking (2007-17)
  - 55% of services inspected
  - 47% now compliant
- Only 10% of services pass first inspection, 90% require some repair



How are we doing? *Total Flows*





2016 MCES Study

- Started in 2004
- 24% reduction in total flow
- 28% reduction in I/I flow
- No peak flow violation since 2014

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2017 Comprehensive Wastewater Plan

- System Modeling
- "All previously known capacity issues no longer exist due to I/I reduction"

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More work to be done

- Flows from western Golden Valley still a concern (future PMP area)
- Additional focus on development
- Point of Sale a long-term solution
  - Lengthened by depressed real estate market
  - Realtors now using I/I compliance as a selling point in our community

Water Environment Federation



Thank You

Questions / Comments

joliver@goldenvalleymn.gov

bert.tracy@metc.state.mn.us

Locality System Monitoring and Condition Assessment (Design-Bid-Build)

December 6, 2017
Presented by:
Phil Hubbard, P.E.



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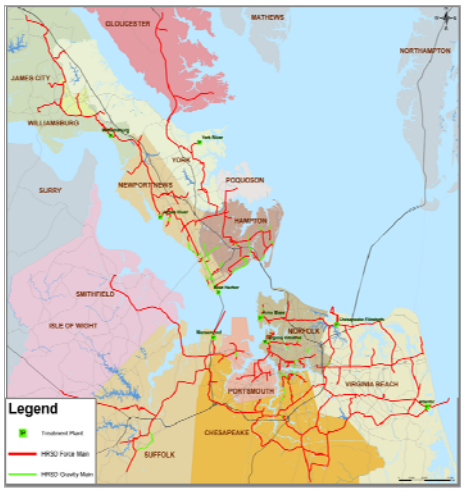
Agenda

- Background
  - Memorandum of Agreement
  - Potential SSES for Localities
- Project Scope
- Construction

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HRSD System

- 3,087 sq. mile service area
- 18 Cities and Counties
- 1.7 million population
- 9 Wastewater Treatment Plants
- 250 MGD Permitted Capacity
- 450,000+ connections
- 5,800 miles gravity sewer
- ~ 4000 miles private sewers
- 1,580 public sewer pump stations
- ~ 1500 private sewer pump stations
- 1,120 miles of force main



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HRSD

- A political subdivision of the Commonwealth of Virginia
- Formed in 1940 through public referendum to address pollution of Chesapeake Bay waters and closure of oyster beds
- Commission appointed by Governor's office


POLLUTION IS POISON

AN EMPHATIC DENIAL

VOTE YES

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Regulatory Issues

- EPA declared their intention to institute an enforcement action in 2005
- Region comes together and develops a State Consent Order covering HRSD and 13 Localities in 2007
- EPA and HRSD negotiate a Federal Consent Decree similar to the State Order in 2008 & 2009
- Federal Decree entered with court in 2010. Objectives included compliance with the Clean Water Act and elimination of SSOs from the HRSD/Regional Sanitary System. Three additional modifications.



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Hybrid Regionalization

- Regionalization Study
- Localities retain ownership of their assets
- HRSD takes responsibility for capacity for all public assets
- HRSD pays for and executes rehab and capacity enhancements in both their and Locality systems
- Memorandum of Agreement memorializes the deal

Suffolk Virginia · Chesapeake Virginia · Hampton VA · Norfolk · James City County · Newport News · York County · Poquoson Virginia · City of Williamsburg 1699 Virginia's Colonial Capital · The City of Portsmouth · Gloucester · Isle of Wight County, Virginia · VB Virginia Beach

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Criteria for I/I in Localities

Table 8-2. Criteria for I/I Reduction Program Plan Types			
Criteria	Comprehensive Approach	Data-Driven Approach	General Approach
SSES Data Availability	Any amount of SSES data was acceptable for planning	Smoke Testing and MH Inspection Data Greater than 75% of Catchment and CCTV Greater than 25% of Catchment	CCTV Less than 25% of Catchment
Assumed Rehabilitation to Replacement Ratio used for Budgetary Cost Estimate	70%/30% Replacement/Rehabilitation	50%/50% Replacement/Rehabilitation	50%/50% Replacement/Rehabilitation
Public system R/R	100%	Manholes and pipes included based on known defects. Manholes based on connection to scoped public pipe	Sliding scale for R/R scope based on I/I density
Single Family Private R/R	Target 100%, with an assumed 70% participation rate	Laterals based on known defects or connected to scoped public pipe	Target equal to % Public R/R
Non-Single Family (NSF) R/R	May apply to all scoping approaches if one of the following criteria are met: • Top 30% of leakiest catchments in TP service area • Private NSF equivalent length >50% of entire catchment		

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Potential SSES in Localities

Table 8-1. HRSD I/I Reduction Program Planning Criteria		
	I/I Density, 10-Year Peak RDII GPD/Acre Sewered Area (GPAD)	
TP	Minimum	Comprehensive Level
AB	7,900	12,000
AT	5,200	12,000
BH	8,600	19,000
JR	6,500	16,000
NA	3,500	8,000
VIP	8,700	20,000
WB	3,600	9,800
YR	3,400	7,500

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Pilot Programs

Goals

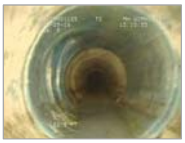
- Test pros and cons of procurement/contracting approaches
- Test assumptions of cost and I/I removal effectiveness
- Work out interactions with Localities
- Work out interface with public and property owners

	Contract Method	Rehab Type	Public or Private	% Public	Peak I/I, mgd	GPAD
VB340	Design-Build	Data Driven	Public	50%	1.23	10,709
VB111	Unit Price	Data Driven	Both	45%	1.26	13,735
NN008	Design-Bid-Build	Comprehensive	Public	56%	2.13	21,515

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Scope of Project

- CIPP of 9,750 LF of 6 to 12-inch gravity sewer main
- Open cut excavation to replace 300 LF of 8 to 10-inch gravity main
- 6 open cut point repairs <25'
- Rehabilitated 42 manholes
- Replaced 3 manholes
- Completed numerous cleanout installations
- CIPP of 94 laterals
- Replaced 48 laterals



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Locality Coordination

- Worked closely with City of Newport News from design through construction. City provided input during:
  - Design
  - Submittal review
  - Progress meetings
  - Constructions issues
  - Post CCTV reviews
  - Warranty review

Newport News
Where Great Things Are Happening

- Resident Notification
  - Held public meeting at local Police Station
  - Passed out fliers to residents, made special visits to daycare and school

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CIPP Liner - TriState



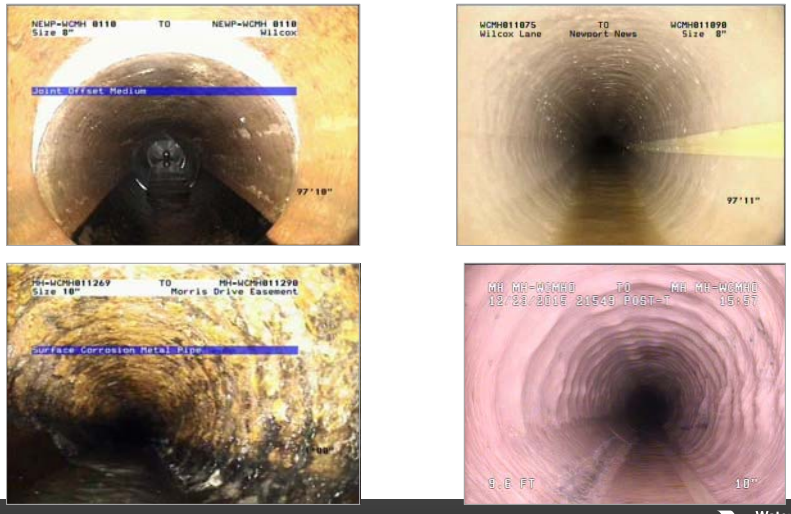


- Liner material: Applied Felts – polyester needle felt with one side coated with polyester polyurethane
- Resin: Interplastic Corp. COR72-AT-470HT
- Curing: Steam inversion

- Liner is resin impregnated in a factory
- Liner kept in refrigerated truck to
- prevent premature curing
- Wet out reports

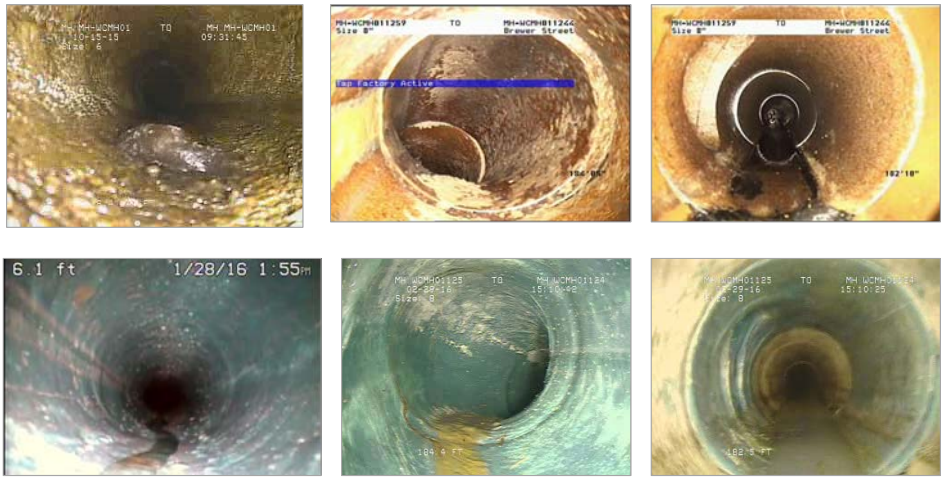
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Before and After



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Laterals Before & After - BLD



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Results

- Post construction flow analysis was completed by Brown & Caldwell
- Of the 3 pilot studies, largest I/I reduction
- Pre-Construction Peak I/I = 2.13 MGD
- Post-Construction Peak I/I = 0.77 MGD
- Reduction in Peak I/I = 1.36 MGD. A 63% reduction!
- Not one smoking gun resulting in excessive I&I – required comprehensive rehabilitation of the basin

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Non-Single Family Criteria

Table 8-3. I/I Density Threshold for NSF R/R	
TP	NSF GPAD Minimum
Army Base	9,900
Atlantic	12,400
Boat Harbor	18,950
James River	13,700
Nansemond	7,780
VIP	19,100
Williamsburg	9,200
York River	7,800

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Private Property Assumptions

Table 8-4. Private Infrastructure Equivalent Length Assumptions

Asset Type	Private Single Family	Private Non-Single Family < 1 Acre	Private Non-Single Family > 1 Acre
Gravity System Length, Feet	N/A	Multi-Family Parcels N/A	Multi-Family Parcels Max Calculation Area = 15 acres Diameter = 8 inches Length = (126.2 x Parcel Area) + 208.9
		Commercial Parcels Diameter = 6 inches Length = (242.2 x Parcel Area) + 34.8	Commercial Parcels Max Calculation Area = 15 acres Diameter = 8 inches Length = (68.3 x Parcel Area) + 208.7
Lateral Length, Feet	Diameter = 4 inches Length = (58.1 x Parcel Area) + 19.8 Length ranges from 25 to 120 ft. Max Calculation Area = 1.7 acres	Multi-Family Parcels Diameter = 6 inches Length = 40 ft. per building located within parcel	Multi-Family Parcels Diameter = 6 inches Length = 40 ft. per building located within parcel
		Commercial Parcels N/A	Commercial Parcels Diameter = 8 inches Length = 40 ft. per building located within parcel if building count >1
Manhole Length, Feet Manhole Length, Feet	NA	N/A	Multi-Family Parcels Manhole Spacing = 150 ft. Manhole Depth = 5 ft. Manhole Diameter = 48 inches
			Commercial Parcels Manhole Spacing = 200 ft. Manhole Depth = 5 ft. Manhole Diameter = 48 inches

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Percent I/I Removed

Table 8-5. I/I Reduction Based on % R/R for General Plans

% R/R	Corresponding Peak I/I Flow Reduction
30%	21%
40%	28%
50%	35%
60%	42%
70%	49%
80%	56%
90%	63%

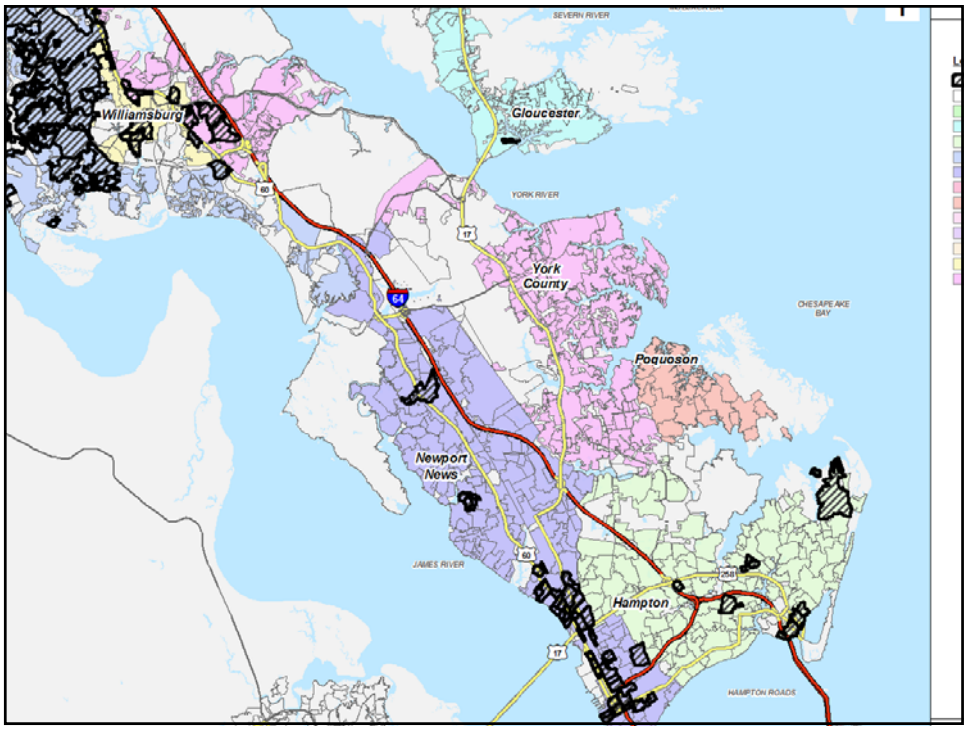
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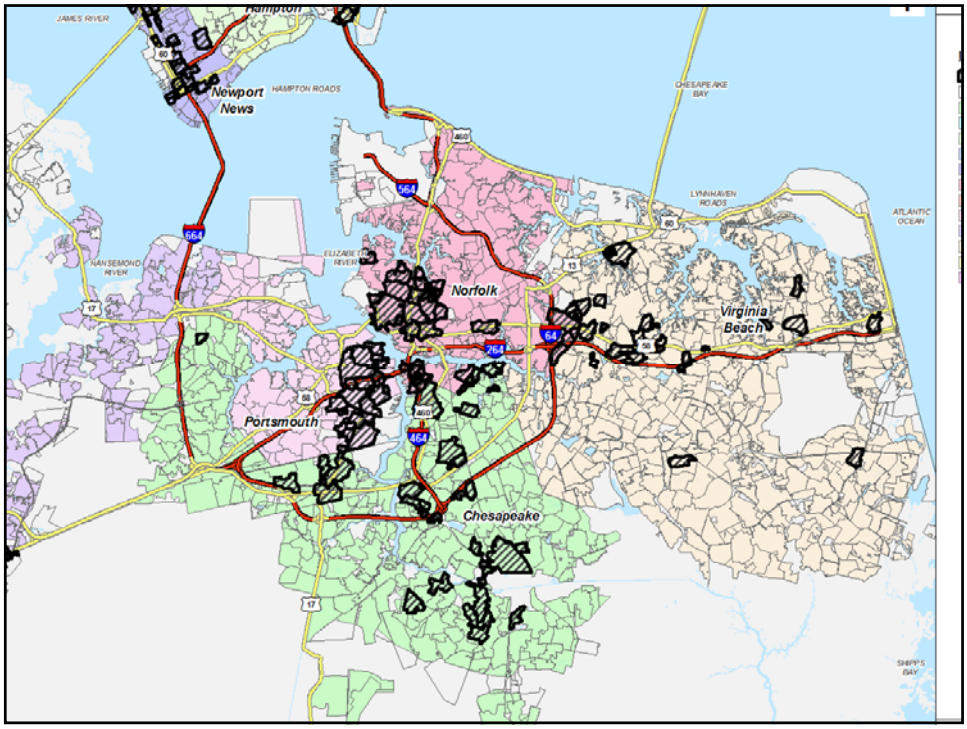
Total I/I Reduction

Table 8-7. Summary of I/I Reduction Program by TP Service Area

		Public		Private		Total	
Treatment Plant	Number of I/I Reduction Areas in Program	I/I Reduction (MGD)	Cost ($Million)	I/I Reduction (MGD)	Cost ($Million)	I/I Reduction (MGD)	Cost ($Million)
Army Base	0	0	$0	0	$0	0	$0
Atlantic	45	18.0	$141.3	9.2	$35.2	27.2	$176.5
Boat Harbor	28	7.7	$59.8	2.2	$6.6	9.9	$66.4
James River	16	4.8	$37.9	1.9	$6.7	6.7	$44.6
Nansemond	20	12.9	$112.5	5.5	$23.1	18.4	$135.6
VIP	50	34.3	$262.9	7.3	$22.7	41.6	$285.6
Williamsburg	26	14.2	$108.4	4.2	$15.4	18.4	$123.8
York River	6	1.7	$17.4	0.9	$2.4	2.6	$19.8
Total	191	93.6	$740.2	31.2	$112.1	124.8	$852.3

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Questions?



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Private I/I Reduction - Chapel Drive Pump Station No. 2 Service Area Rehabilitation

Tad Powell, PE, Hazen

ABSTRACT

Following the continuance of an effective, proactive asset management program, Jefferson County Environmental Services Department (JCESD) partnered with Hazen and Sawyer (Hazen) to assess the operation of the Chapel Drive No. 2 Pump Station (PS). The Chapel Drive No. 2 PS experienced periods after heavy rainfall when influent flows exceeded pumping capacity by nearly four times the designed capacity, resulting in sanitary sewer overflows (SSO's) from the wet well. Given the extremely high sewer flows, increasing the station's pumping capacity was not the most suitable approach. This prompted the need to reduce the infiltration and inflow (I/I) entering the station through comprehensive rehabilitation of the collection system. Since a large portion of the collection system already had mainline rehabilitation, Hazen evaluated the service lateral connections and private lateral piping.

KEYWORDS

Infiltration, inflow, private property, service lateral rehabilitation, pipeline rehabilitation, cured-in-place lining, asset management

INTRODUCTION

Jefferson County Environmental Services Department (JCESD) is responsible for the sanitary sewer system located in the City of Birmingham, Alabama and the surrounding municipalities throughout the county, covering about 436 square miles. The service area contains 9 water reclamation facilities (7 major, 2 minor) to treat the flow from about 3,138 miles of gravity sewer, 176 pumping stations, and 95 miles of force mains. Many of these assets were acquired under consent decree in December 1996 with no compensation to the county. Prior to the consent decree, JCESD only owned and maintained the major trunk sewers and all the water reclamation facilities (WRF) in the county, while the municipalities owned their local collection systems and pump stations. As a result of the consent decree, sewers from twenty-one municipalities became the full responsibility of JCESD.

Assessment and limited rehabilitation of the sewer system totaled $2.4 billion between 1996 and 2006, including major WRF capacity and conveyance improvements. An aggressive sanitary sewer evaluation survey (SSES) led to over 3 million linear feet of cured-in-place pipe (CIPP) lining and nearly 400,000 linear feet of open cut replacement. Even with this work, JCESD still has collection system areas with significant infiltration during rain events. A primary goal of Hazen's asset management program is to address recurring wet-weather SSO's. Through the development of detailed collection system flow models and capacity assessments, target areas have been identified. The Chapel Drive No. 2 PS ranked high in this prioritization due to the frequency and amount of the SSO's, the relatively small collection area, and the high estimated cost of increasing the station's pumping capacity.

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CHAPEL DRIVE NO. 2 PUMP STATION DESCRIPTION

The Chapel Drive No. 2 PS is located in the city of Hueytown, Alabama in northwestern Jefferson County just outside Birmingham. The station began operation during the late 1960s and the service area is primarily residential. The 8-inch influent gravity sewer for Chapel Drive No. 2 PS receives flow from the Chapel Drive No. 1 PS and the surrounding areas currently served by gravity sewer. This station is located within the Valley Creek Drainage Basin, which flows to the Valley Creek WRF. The station pumps into a single 4-inch diameter force main that is approximately 1,020 linear feet long. The force main discharges to an 8-inch diameter gravity sewer. The location map for Chapel Drive No. 2 PS can be found in Figure 1.

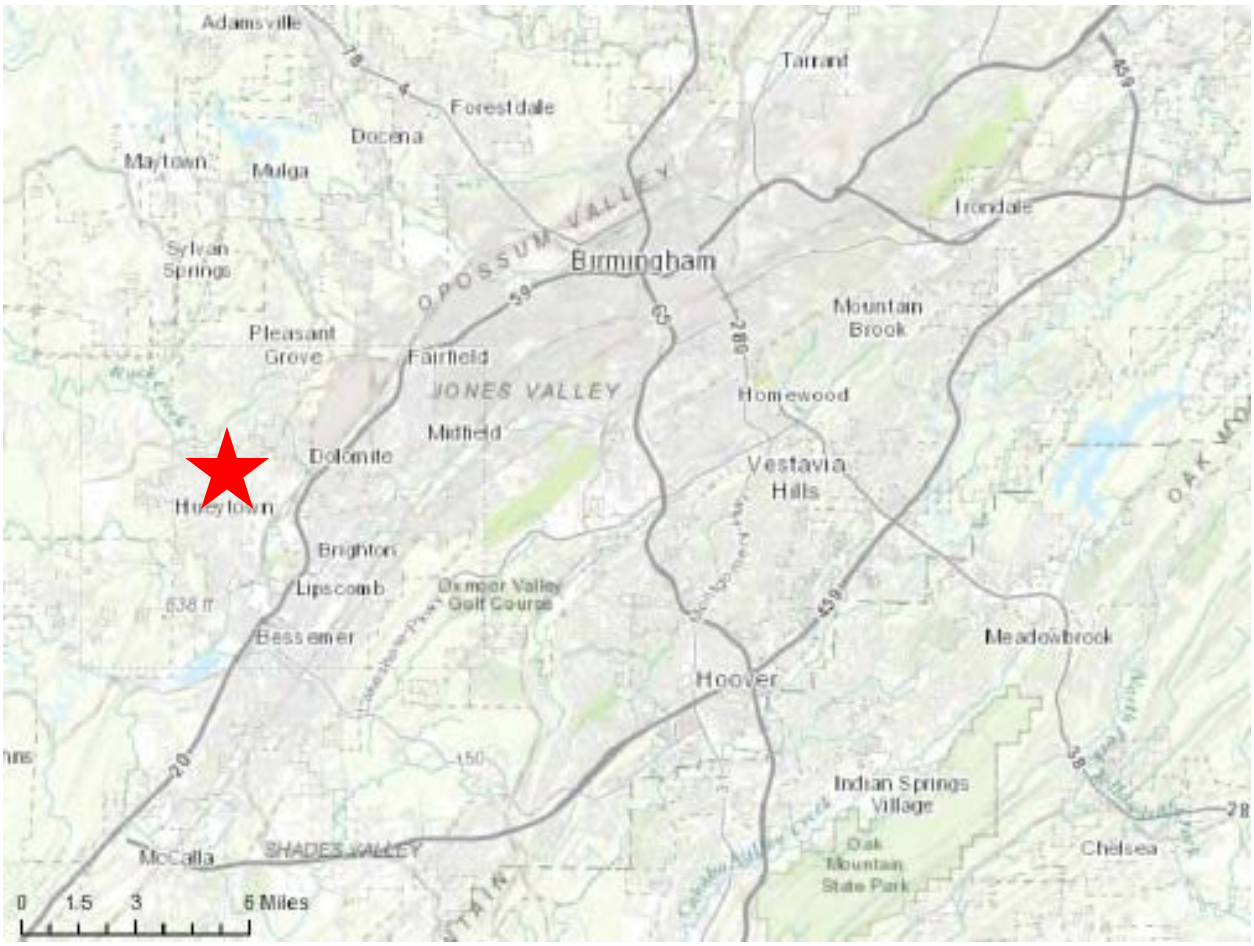


Figure 1. Location Map for Chapel Drive No. 2 PS

The station includes two Smith and Loveless 7.5 horsepower pumps in a dry pit/wet pit (flooded suction) configuration. The design capacity is 120 gpm at 84 feet of total head. The station is located along an access drive between residential houses and a drainage ditch.

After heavy rainfall, the station had periods when influent flows exceeded pumping capacity, resulting in SSO's from the wet well. An auxiliary diesel pump was temporarily installed at the

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PS to alleviate or reduce the number of surcharged wet well events during high flows until upgrades could be made. The temporary pump redirected flow to the existing 4-inch force main.

PUMP STATION CAPACITY

Hazen evaluated the PS to determine if it had the pumping and emergency storage capacities to meet the flow demands. Average Dry Day Flow and Peak Wet Weather Flow estimates (2-yr, 24-hr storm) were derived and used to make the pumping and storage capacity determinations. Peak Station Capacity was determined from drawdown test results with all pumps operating at each station. Firm Station Capacity is based on the average flowrate calculated from the drawdown test results with the largest pump at the station out of service. The flows used in the evaluation for the Chapel Drive No. 2 PS are presented in Table 1.

Table 1. Influent Flow Summary for the Chapel Drive No. PS

Avg. Dry Day Flow (gpm)	Peak 2-yr, 24-hr Storm Flow (gpm)	Peak Station Capacity (gpm)	Firm Station Capacity (gpm)
21	390	97	84

In this assessment, Firm Station Capacity needs to meet or exceed Average Dry Day Flow and Peak Station Capacity needs to meet or exceed the Peak 2-yr, 24-hr Storm Flow.

The next step in the capacity evaluation was to determine whether the station could provide at least two hours of response time before an SSO occurs should the station suffer an onsite mechanical or electrical failure. These types of problems would not be resolved by an onsite generator. An example of such an event is the loss of both pumps at a duplex station. The two-hour period was determined to be a reasonable amount of time for JCESD staff to respond and repair the failed equipment or bring standby pumping equipment to the station. The options to avoid an SSO under this situation are: store flows with an emergency onsite storage tank or equip the station with a backup (diesel or natural gas) pump capable of handling the flows.

Average Dry Weather Day Flow rates were typically used to calculate the amount of time the station has until an SSO occurs. In areas that are more sensitive such as near hospitals, schools, and waterways, the highest wet weather flow rate was used in these calculations. The wet well size and available depth were determined from the information collected during the drawdown testing and from JCESD. The storage volume capacity of the wet well was calculated from the elevation of water with all pumps turned off at one foot below the top of wet well, or an upstream manhole if the manhole top is lower than the wet well. The goal is to keep flow from leaving the system if the pumps stop operating either by using available wet well volume, an emergency storage tank or standby pumping.

The information in Table 1 indicates that the Firm Station Capacity of the Chapel Drive No. 2 PS is above the Average Dry Day flow, but the Peak Station Capacity is substantially below the peak 2-yr, 24-hr wet weather storm flows. The average total pump daily run times each month during 2015 provided by JCESD indicated a range from 3.07 hours to 24.84 hours. This indicated periods of excessive flows at the station and exceeded the JCESD Capacity Assurance

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Program limit of 16 hours. The high flows indicated heavy infiltration and inflow (I/I) existed upstream of the station. Based on the modeled storm flows, the Chapel Drive No. 2 Pump Station's capacity would have to be increased to approximately 400 gpm to accommodate the peak wet weather flows. The increase in pumping capacity would also require installing an additional 4-inch diameter force main to keep peak flow rates close to 5 feet per second. Upsizing approximately 4,500 linear feet of the gravity sewers would be also be required to accommodate the flow.

Since the Chapel Drive No. 2 PS is located next to a creek, the emergency storage time of the pump station was calculated under the criteria using the larger Wet Weather Storm Flows. With the wet weather flow rate of 390 gpm (561,000 gpd), the station had only about 2.4 minutes of emergency storage time. Under the criteria of storing flows for a minimum of two hours, the Chapel Drive No. 2 PS did not have adequate storage for emergency conditions. To meet the two-hour requirement, 46,750 gallons of storage or standby pumping would be needed at the site. The improvements needed to add both pumping and storage capacities at this pump station were going to be costly. The option of eliminating the PS was also explored but soon exceeded the cost of the station upgrades. Therefore, it was determined that sewer rehabilitation work should first be performed to reduce the upstream I/I while also reducing the overall costs of future pump station upgrades.

COLLECTION SYSTEM EVALUATION

The first step was to completely assess the collection system. All the sewer mainlines were televised and the service laterals were launched to the approximate property line. The property line was usually indicated by a change in pipe type and/or a test fitting, and averaged about 15 to 20 feet in length from the mainline. Out of the 14,953 linear feet of 8-inch diameter mainline sewer, 3,844' (26%) was newer ductile iron pipe, 9,083' (61%) had cured-in-place (CIPP) previously installed, and 2,026' (14%) was vitrified clay pipe (VCP), as shown in Figure 2. JCESD knew they had an infiltration problem as indicated by over 60% of the system already having mainline CIPP installed. This, however, did not remedy the high amounts of infiltration shown at the pumping station. Also, all the manholes adjoining the CIP pipes had been previously coated with a rehab material and the manholes adjoining the ductile iron pipe were new concrete.

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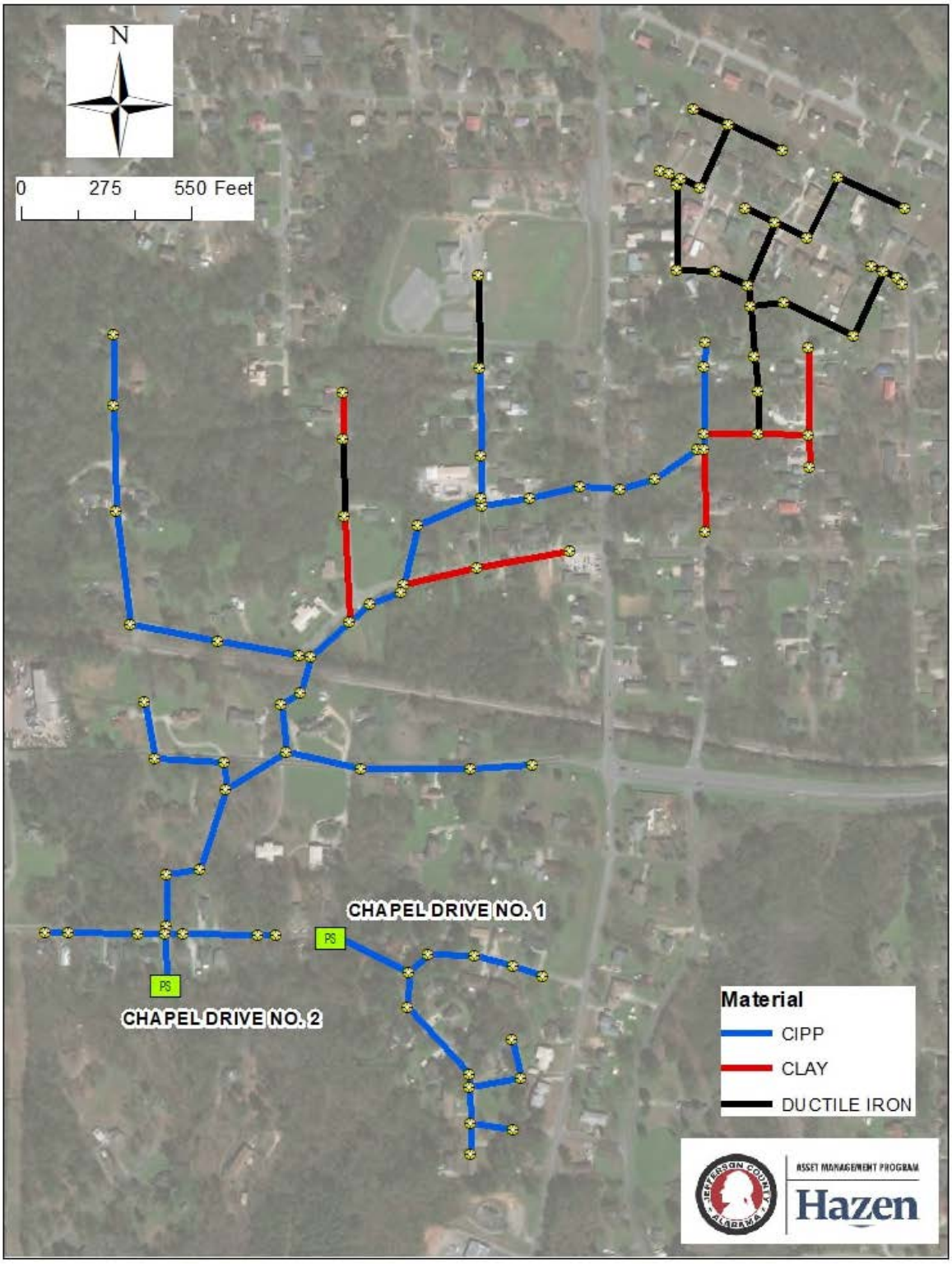


Figure 2. Chapel Drive No. 2 Collection System Pipe Type

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Television inspection of the Chapel Drive No. 2 collection system identified 189 service lateral connections to the mainlines. Twenty-five (25) lateral connections were found on the newer DIP mainline that did not require attention. One hundred (100) laterals or 53% of these were inactive. This inactivity was mainly due to service laterals being installed during initial construction to vacant lots in anticipation of development or houses currently served by septic tanks. Most of the lateral launch inspections showed active leaks.

Lateral launch television inspections were performed using a self-leveling radial view camera with electronic locating technology launched from the mainline up the service connections. Cleaning of the lateral pipe was sometimes necessary to complete the inspection. All inspections were coded using PACP (Pipeline Assessment Certification Program) coding developed by NASSCO (National Association of Sewer Service Companies). Once the inspection reached the property line, an above ground location was noted and recorded. For this project, a clean out was to be installed on all active service lateral connections at the property line to allow for low pressure air testing after rehabilitation or replacement. Figure 3 is an inspection photo showing the location of the proposed clean out as shown by the traffic cone. Measurements were recorded to be able to reproduce this location at the time of construction.



Figure 3. Lateral Launch Inspection Photo Marking the Clean Out Location

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REHABILITATION METHODS

The approach for rehabilitation of the mainlines was straightforward. CIPP would be installed in all VCP pipes; the DIP pipes did not require rehabilitation at this time as it pertains to infiltration. The DIP is however cement lined and is susceptible to future corrosion. The remaining 11 manholes with adjoining CIPP (existing or scheduled) would also be scheduled for rehabilitation.

The inactive services were divided into three categories: inactive services on VCP mainline, on previously lined CIPP mainline, and on previously lined CIPP mainline with an older brim style lateral rehabilitation product. The brim style product was installed as a part of a previous project. The inactive services on VCP would simply be lined over during the installation of new mainline CIPP and not reinstated. Inactive services on previously lined CIPP mainline would receive a thin cured-in-place sectional patch (spot repair), typically 3 to 5 feet in length, to cover the hole. The services with the existing brim style lateral rehabilitation would require excavation. Installing a spot repair was not an option due to the buildup of two layers inside the pipe. These laterals were excavated, re-sealed to the existing mainline CIPP, and then capped about one foot from the mainline. Table 2 gives the service count for each category.

Table 2. Inactive Service Lateral Connections by Mainline Pipe Type

VCP	Previously Lined CIPP	Previously Lined CIPP w/brim style rehab
19	62	19

After addressing the 100 inactive services, the remaining 89 active service laterals were then evaluated. These 89 laterals were divided into three groups. The 25 services located on the newer DIP mainlines showed no signs of infiltration and therefore did not require any rehabilitation at this time. The remaining 64 services were divided into two types of rehabilitation. Major offset joints and general structural issues required that 19 be replaced by open cut excavation. Table 3 shows these services.

Table 3. Active Service Lateral Connections by Rehabilitation Type

DIP (no work)	Open Cut Replacement	Full Circle Lateral CIPP
25	19	45

The remaining 45 laterals were rehabilitated with a full wrap/360-degree one-piece service connection seal plus lateral CIPP. The average length of the lateral CIPP was 15 to 20 feet from the mainline to the clean out. Figure 4 shows the typical detail for the full wrap lateral CIPP from the mainline to a clean out.

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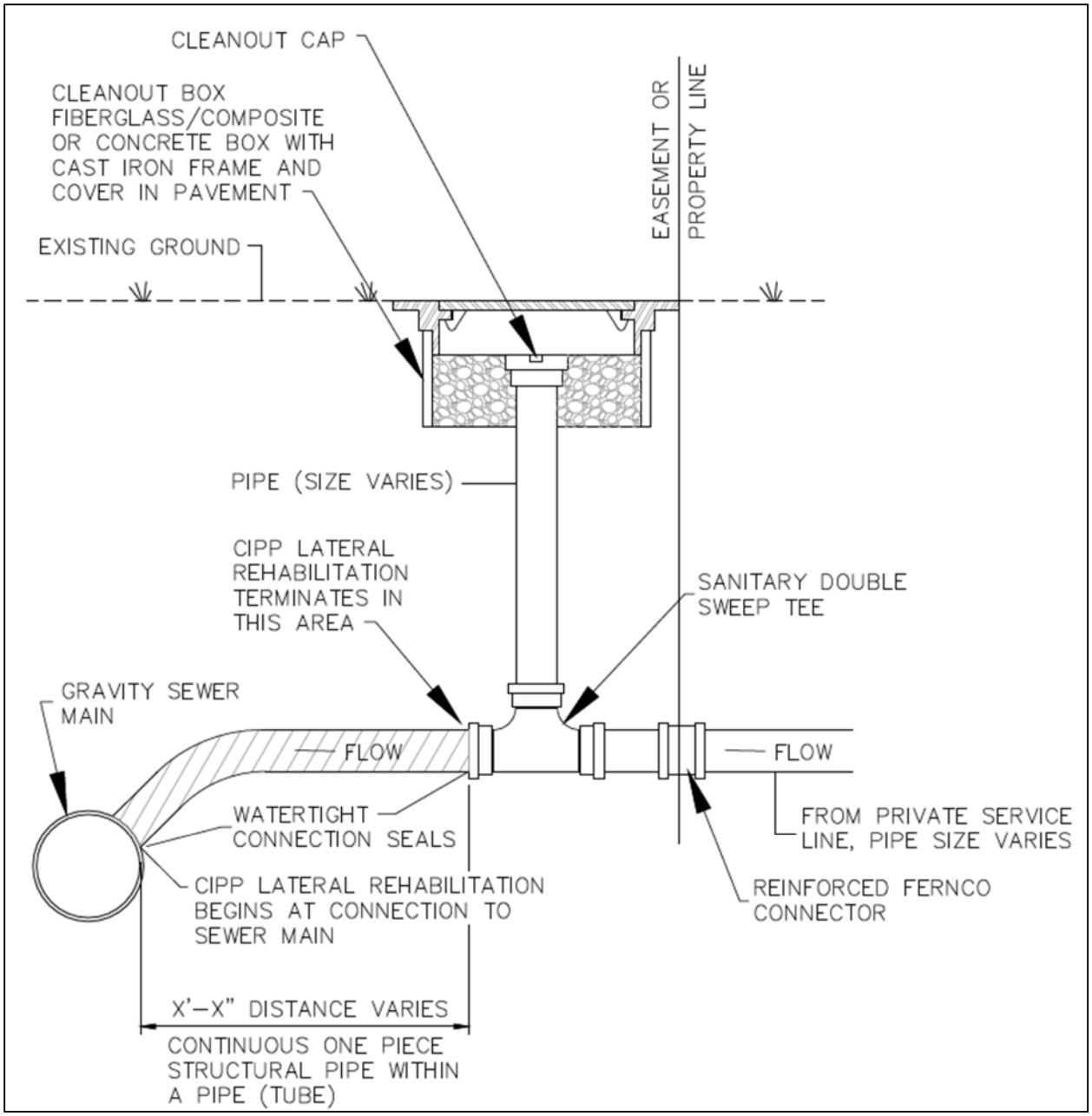


Figure 4. Typical Detail of Full Circle Lateral CIPP from Mainline to Clean Out

SUMMARY AND CONCLUSIONS

The Chapel Drive No. 2 Pump Station was being inundated with flow from infiltration and inflow causing multiple reoccurring SSO's. As assessment of the pump station and collection system resulted in needing to address the collection system first since upsizing the pump station to accommodate the observed flows was not practical.

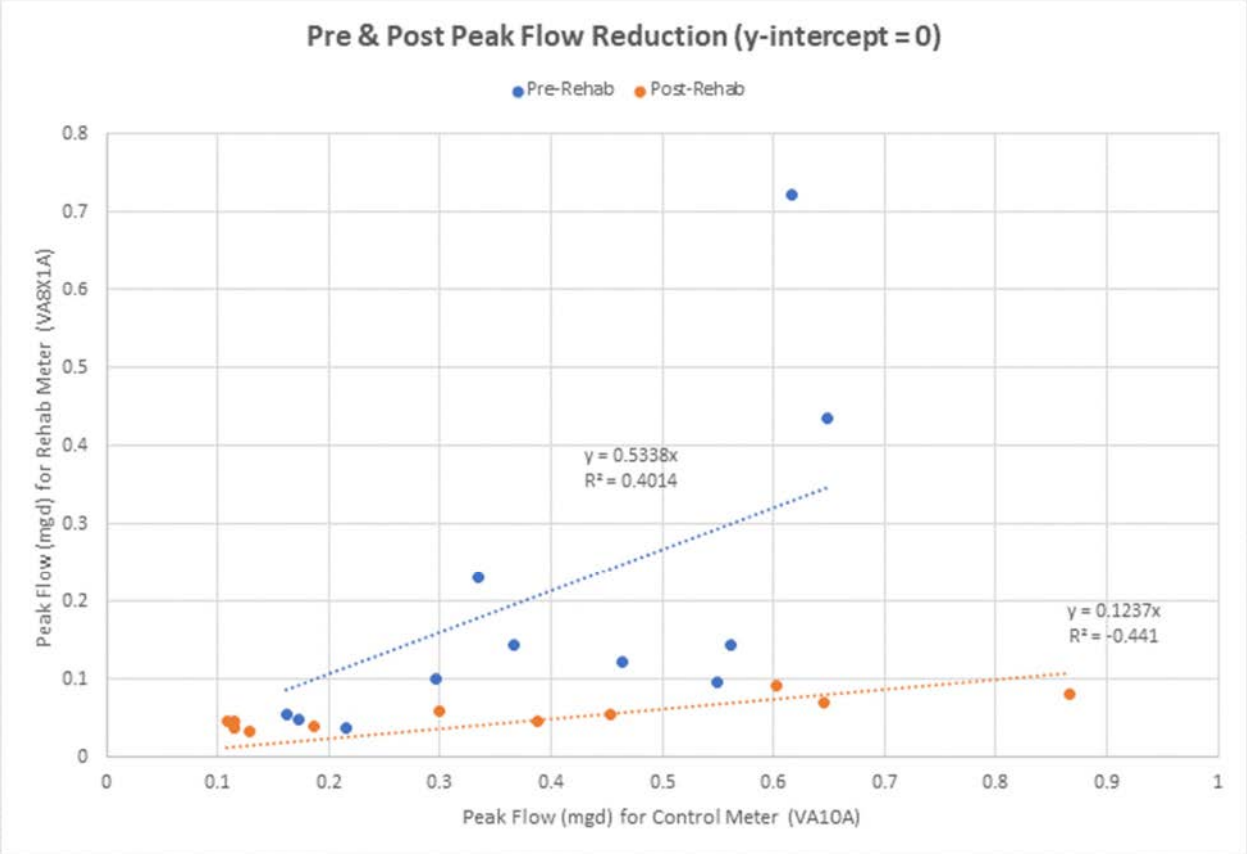
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The collection area consisted of approximately 15,000 linear feet of 8-inch diameter sewer and 189 service lateral connections. 86% of the mainlines had already been addressed with CIPP liner or were fairly new DIP. The remaining 14% (2,026 linear feet) of mainline required CIPP.

Inactive leaking services totaled 100 (53%), leaving 25 with no work required and 64 to be rehabilitated or replaced. Many of these sources of infiltration were eliminated primarily with trenchless cured-in-place liners.

The Chapel Drive Pump Station No. 2 Service Area Rehabilitation Project was completed in early Summer 2018. The initial post rehabilitation flow monitoring at the station is showing significant results, with a 90% reduction in volume and a 70% reduction in peak flow as shown in Figure 3.

Figure 3. Peak Flow Reduction



These results allowed for only very minor upgrades to be made to the pump station instead of the major upgrades initially described. JCESD has expanded this rehabilitation approach to at least three other similar pump station service areas. For all future mainline rehabilitation projects, the service laterals will be required to be launched to determine activity. All inactive service laterals will be lined over and all others will be documented for future rehabilitation projects as priority and funding allows.

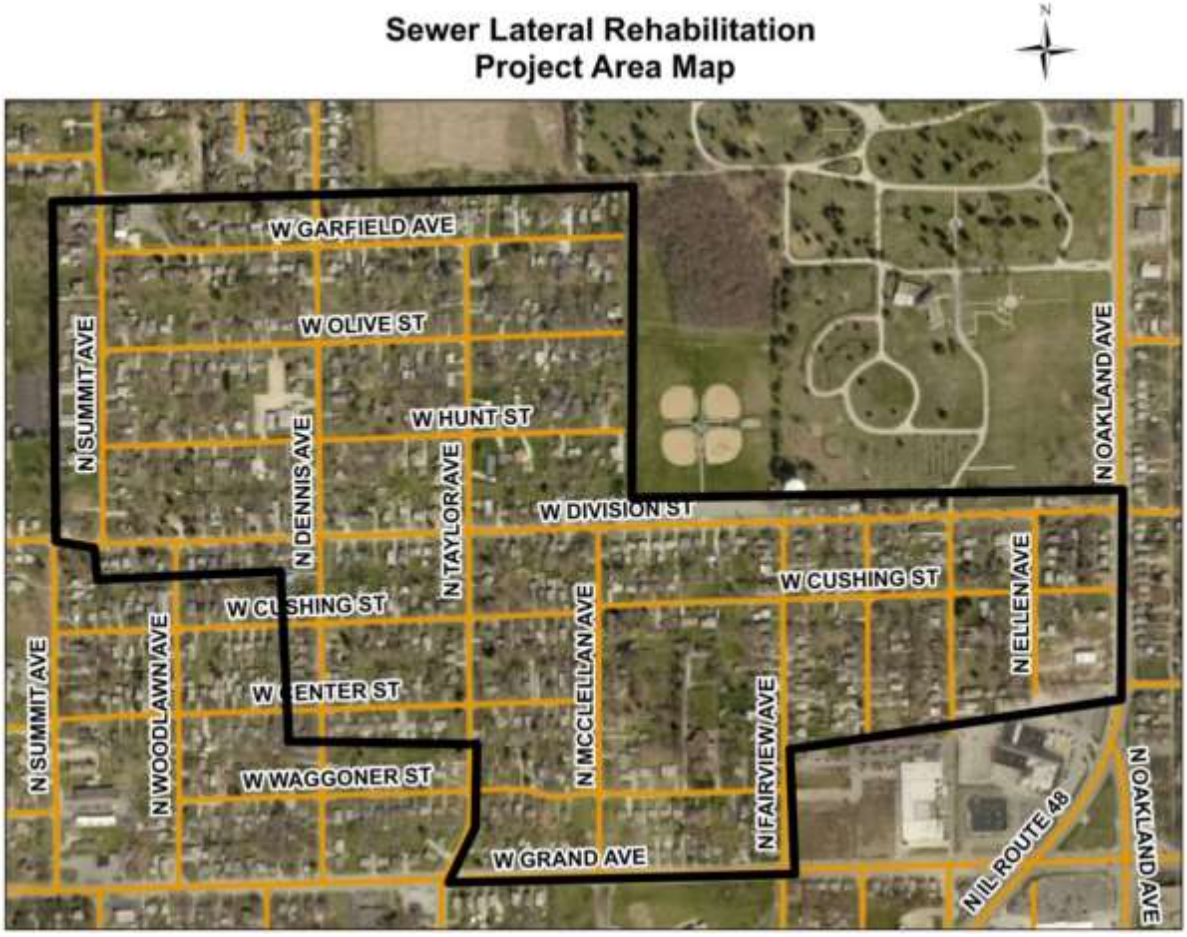
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Sanitary Sewer Lateral Lining Program

Consent to your FREE UPGRADE online

Print consent form for FREE UPGRADE

The City is performing rehabilitation of sanitary sewers as part of our Ellen and Division Street Rehabilitation Project. Together with this work, the City is planning to also rehabilitate the service lateral that connects homes in this area to the sanitary sewer main. **All work related to this project will be at NO COST to the property owner.**

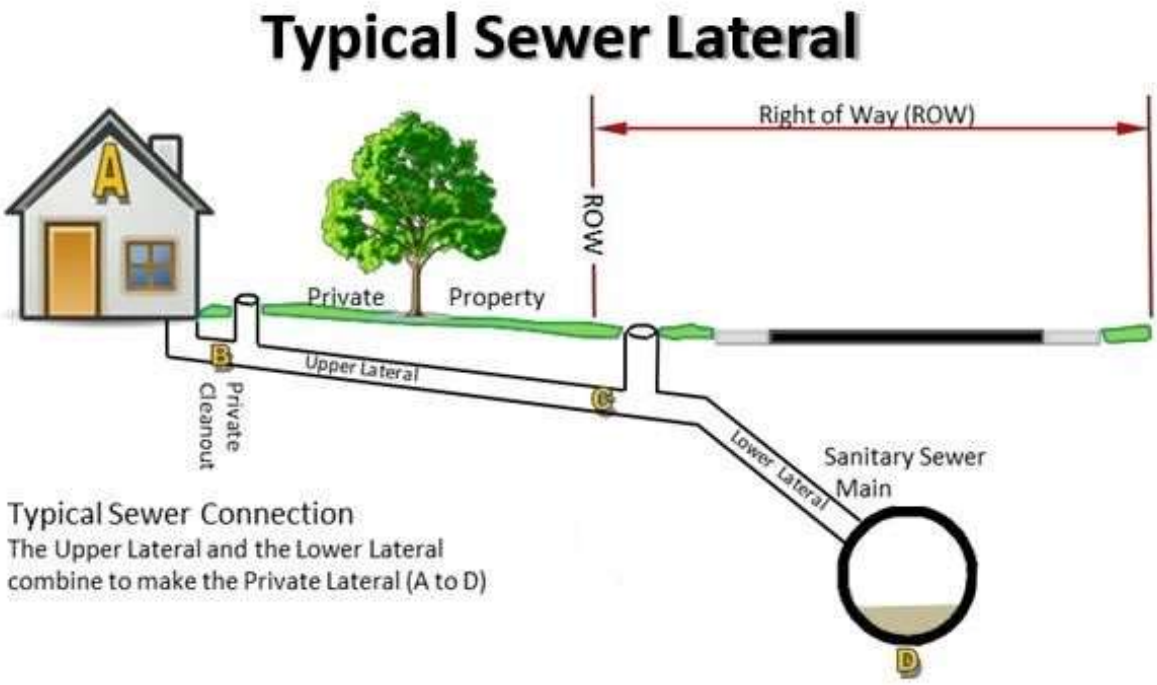


If you live in within the project area, your home is eligible for this **FREE UPGRADE: an $8,000 – $12,000 value!**

The City's rehabilitation process will be completed by lining the upper and lower sewer lateral (see figure below), which involves inserting a pipe liner inside the existing pipe. The installation will typically require **minimal to no excavation** on private property. The purpose of this project is to help the City reduce groundwater infiltration into the sani-

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tary sewer system. This will reduce basement backups, sanitary sewer overflows, and the costs of the City's tion and wastewater treatment.



This upgrade benefits you directly in addressing any current or potential future sewer lateral issues such as root intrusion, reduction in clogs, and/or breaks that would be a cost to the property owner to correct. Lining your sewer lateral will make it like new, which can improve your property's value. **A typical full sewer lateral replacement can cost between $8,000 and $12,000.**

The City's contractor for this project is National Water Main Cleaning Company. It is important that you work with them to receive your FREE lateral improvement. If you have any questions, you can call Andrew Flannagan at 617-719-9353. Work is currently underway and expected to be completed by mid-2023.

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INTERGOVERNMENTAL AGREEMENT FOR HEALTH AND WELLNESS CENTER BETWEEN THE CITY OF URBANA AND URBANA PARK DISTRICT

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Urbana Park District (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Urbana Park District is a municipal corporation in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in the construction of the Urbana Park District Health & Wellness Center.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that improving accessibility of public recreation space and youth programming are important. The purpose of this Agreement is for the City to provide ARPA Funds to Urbana Park District for Urbana Park District Health & Wellness Center.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $2,000,000 to Urbana Park District for Urbana Park District Health & Wellness Center.

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

A. Urbana Park District shall conduct activities for Urbana Park District Health & Wellness Center, as detailed in Attachment A.

B. The project must occur between April 1, 2023 and December 31, 2024.

C. The maximum amount of assistance from this Agreement shall be $2,000,000.

D. Urbana Park District must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Urbana Park District in an amount up to $2,000,000 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Urbana Park District on a quarterly reimbursement basis, based on invoice(s) for construction costs. A Risk Assessment Form, copy of the invoicing and documentation for construction costs, and Reporting Form shall be submitted by Urbana Park District to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Urbana Park District shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Urbana Park District to the City for each additional payment, with a maximum total amount of $2,000,000. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana Park District.

F. Urbana Park District shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

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

A. Urbana Park District shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Urbana Park District shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Urbana Park District shall complete Urbana Park District Health & Wellness Center with ARPA Funds in accordance with Section 3.

D. Urbana Park District shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. Urbana Park District shall make reports to the City as the City may require, and upon reasonable advance notice will provide the City access to and the right to examine the District's books and records directly related to the District's use of ARPA Funds provided to the District by the City for the purpose of confirming compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Urbana Park District understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

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

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Urbana Park District in an amount up to $2,000,000 in support of this assistance. The transferred funds shall be provided to Urbana Park District in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Urbana Park District Health & Wellness Center, and Reporting Form shall be submitted by Urbana Park District to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana Park District. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Urbana Park District unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Urbana Park District shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Urbana Park District does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Urbana Park District shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual

eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Urbana Park District. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS	**URBANA PARK DISTRICT**
By: _____	By: _____
Date: _____	Date: _____
ATTEST: _____	ATTEST: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The Urbana Park District's Health & Wellness Center, located in Prairie Park on East Washington Street, aims to offer a welcoming and motivating environment that safely engages and benefits everyone in our community in their journey to better health and wellness. Essential public health and safety needs will be addressed through the construction of an indoor space including a multi-court gymnasium, elevated walking track, exercise equipment room (cardio equipment, weights, stretching space), and a community meeting and rental room.

Key Objectives and Measurable Outcomes

- Facility Construction
- Facility Availability
- Visitation Numbers
- Scholarships Awarded

Project Start Date: 4/1/2023 **Project Completion Date:** 12/31/2024

ARPA Funding

$2,000,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 61% of the amount requested in the application. The difference in funding will be accounted for by alternative funding sources or additional borrowing.

Due to the investment of more than $1 million towards capital expenditures, federal ARPA rules require a Written Justification for these capital expenditures to be kept on file by the recipient. The City of Urbana must receive and approve this Written Justification from the Urbana Park District before any ARPA funds are dispersed.

The recipient has requested that funds be provided in an alternate structure to quarterly reimbursements, for the following reason –

- The Urbana Park District is preparing to issue a short-term debt certificate to cover various reimbursable grant funding sources. The estimated interest associated with the $2 million in City of Urbana ARPA funding is $160,000. Additionally, if the entirety of the $2 million were advanced at the beginning of the project, the interest savings would be greater by an estimated $90,000 since the park district would be able to delay borrowing to cover other reimbursable grants. If the Urbana Park District were to receive the $2 million as advance

payment before construction payments are due, a total estimated $250,000 in interest savings would offset taxpayer support of the project.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	$775,000 – Construction	$115,000 – Construction	$2,000,000	Up Front	$2,000,000
2023 Q3	$2,713,000 – Construction	$400,000 – Construction			$2,000,000
2023 Q4	$2,196,000 – Construction	$325,000 – Construction			$2,000,000
2024 Q1	$2,154,000 – Construction	$300,000 – Construction			$2,000,000
2024 Q2	$2,739,000 – Construction	$410,000 – Construction			$2,000,000
2024 Q3	$2,079,000 – Construction	$300,000– Construction			$2,000,000
2024 Q4	$1,179,000 Construction	$150,000 Construction			$2,000,000
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

Attachment A
Scope of Services

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/15/22 #39 [Link] and slides, attached hereto**

URBANA PARK DISTRICT

You belong here.

Darius E Phebus Administrative Building / 303 W University Ave / Urbana, IL 61801
Phone 217.367.1536 / Fax 217.367.1391 / www.urbanaparks.org

Urbana Park District Health & Wellness Center: ARPA Executive Summary

Key Project Information: The Urbana Park District's Health & Wellness Center, located in Prairie Park on East Washington Street, aims to offer a welcoming and motivating environment that safely engages and benefits everyone in our community in their journey to better health and wellness. Essential public health and safety needs will be addressed through the construction of an indoor space including a multi-court gymnasium, elevated walking track, exercise equipment room (cardio equipment, weights, stretching space), and a community meeting and rental room. The 30,000 square foot Health & Wellness Center is projected to cost $14.6 million and the Urbana Park District has already secured $11.3 million in funding from a variety of sources including park district capital funds, state grants, and community donations. The donations and pledges at this time have risen to $1.8 million, underscoring the immense support and need for this project.

Community Need and Impact: Urbana does not have a comprehensive indoor public recreation facility which allows both programming and drop-in usage at this time. In developing the *Urbana Park District Strategic Plan 2020*, our community feedback indicated that a Health & Wellness Center was a high priority. Especially important to community members was a place with extended hours to support visits on their own time and will provide opportunities for all ages and abilities. Additionally, the 2022-2023 Mayor and City Council Strategic Goals place a high priority on funding and supporting partners working to promote the health and well-being of Urbana citizens.

Community engagement also indicated that Urbana has diverse needs and this project centers on all aspects of wellness: physical, social, intellectual, spiritual, emotional, environmental, financial, and occupational. Our current facility, Brookens Gym, already sees 60,000 visits per year without fully meeting park district or community needs. We anticipate doubling that number to over 120,000 at the new Health & Wellness Center, where we will better be able to expand our programming and better serve Urbana citizens. Furthermore, Urbana as a whole, and this neighborhood specifically, needs a safe, open, accessible, welcoming refuge for the neighborhoods negatively affected by violence. The Lierman Neighborhood contains the highest number of violent crimes in Urbana since 2010 at more than 800. The facility will also be adjacent to the largest elementary school campus and provide beneficial after school and evening programming for youth and teens, including job opportunities. The age demographics surrounding the project area are also uniquely diverse. The neighborhoods both north and south of Washington Street, have the highest percentage of population 65 and older (greater than 30%) and highest percentage of those under 18 (more than 40%) respectively. The facility will serve all ages and backgrounds.

The Health & Wellness Center will also provide important resources for other community organizations. One such partner is the Champaign-Urbana Trauma and Resiliency Initiative. Director, Karen Simms, shared the following experience in support of this project: "We believe that the facility would be used for training - trauma informed care, wellness, resilience, and equity for community members. We know that our families/survivors will use the facility. Urbana Park District has been a supportive, engaging, and pro-active partner generously offering recreation and opportunities for youth & families impacted by community violence. We trust those partnerships will expand and grow as more resources are available."

The Urbana community deserves a comprehensive Health & Wellness Center.

A. Organization Information

Completed by kadudek@urbanaparks.org on 11/16/2022 8:17 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

A. Organization Information

Please provide the following information.

A.1. Organization Name
Urbana Park District

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Kara

Last Name
Dudek-Mizel

A.4. Mailing Address
303 W University Ave. Urbana, IL 61801

A.5. Phone Number
(217) 344-9583

A.6. Email Address
kadudek@urbanaparks.org

B. Project Details

Completed by kadudek@urbanaparks.org on 11/16/2022 8:37 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

B. Project Details

Please provide the following information.

B.1. Project Name
Urbana Park District Health & Wellness Center

B.2. Requested Funding Amount
$3,300,000.00

B.3. Project Start Date
04/01/2023

B.4. Project Completion Date
08/30/2024

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- [x] **Improve accessibility of public recreation space and youth programming**
- [x] **Increase support for community violence interventions.**
- [ ] **Reduce housing costs for those that need it most**
- [ ] **Increase availability and affordability of mental health services.**
- [ ] **Increase availability and affordability of food**
- [x] **Increase job training and placement opportunities**
- [ ] **Provide relief and support for local businesses.**
- [x] **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
Improve accessibility of public recreation space and youth programming
Urbana has no public recreation center that provides on your own time opportunities for recreation, exercise, and wellness. The Health & Wellness Center will provide opportunities for all ages, and UPD is committed to free and low-cost access, and scholarships. Its residential proximity provides access for nearby households, including low income and minority residents, and its location on a major road with bus stops, sidewalks, and bike lanes makes it accessible.

Invest in infrastructure to increase community health, safety, and future resilience
Urbana has no public space dedicated to the holistic Health & Wellness of its citizens. It will be a safe space after school, especially from nearby Dr. Williams Elementary and Early Childhood Education. It enhances community

opportunities for jobs and wellness, and provides a tangible response to community, health, and environmental stressors in all capacities from day to day operations to providing a space for disaster and hazard response.

Increase support for community violence interventions
This facility allows expansion of programs and increases capacity for partnerships to end community violence, including the Urbana Neighborhood Connections Center which provides a safe space and support for youth, and Midnight Basketball which strives to combat violence by giving kids a constructive Friday night activity. This facility will assist their work through building space and resources. Internally, UPD has a department devoted to community outreach and wellness, and has provided free access to facilities for families affected by violence.

Increase job training and placement opportunities
The Health & Wellness Center will provide jobs, internships, and job shadowing. The facility is within walking and bicycling distance of many households, and will offer a part time jobs and first time work experiences for youth, in addition to construction jobs.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety 2.22

B.8. How does this project address needs that are not already met by existing local services?
Urbana does not have a comprehensive public recreation facility which allows both programming and drop in usage at this time. The Health & Wellness Center will be a public, community oriented space with a mix of programs and "on your own time" drop-in opportunities centered on the eight dimensions of wellness: physical, social, intellectual, spiritual, emotional, environmental, financial, and occupational. This facility will house the only indoor walking track in Urbana, an important component of physical and social health, especially during Illinois winters.

The facility will serve everyone in Urbana, particularly youth and families in nearby neighborhoods. To increase accessibility, there will be free and reduced options for indoor walking and gym use, and scholarships for programs and memberships. It is a safe space for the community surrounding Prairie Park. Urbana, and this neighborhood specifically, needs a safe, open, accessible, welcoming refuge for the neighborhoods negatively affected by violence. The facility will also provide new employment opportunities in these areas, promoting resiliency.

The center will address all facets of wellness, and uphold the park district's You Belong Here initiative. It will also be a welcoming place for all people, from hosting Champaign-Urbana Special Recreation programs, kids' camps, Silver Sneakers (senior walking), to providing meeting spaces for community groups and rentals for celebrations.

The Health & Wellness Center becomes necessary as the County plans to move out of the Brookens Administrative Center. The park district rents, not owns, the gymnasium space at Brookens, and it is the only gym in the park district. The full-sized basketball court meets some needs of the district, but not all of the needs for community events, programs, rentals, and open gym time. In order to provide essential gym and community space which will meet the growing needs of Urbana, the Health & Wellness Center is a necessity.

C. Project Information

Completed by kadudek@urbanaparks.org on 11/16/2022 10:05 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
The Health & Wellness Center aligns with multiple ARPA goals. Relevant data includes requests for youth scholarships. Since 2018, 650 partial or full scholarships have been awarded, demonstrating an immense need for access to public recreation space and youth programs. UPD is committed to contributing at least $30,000 annually toward scholarships, and cultivating partner support to increase the amount available.

Karen Simms, Director of the Trauma and Resiliency Initiative shared the following experience in support of this project: “We believe that the facility would be used for training - trauma informed care, wellness, resilience, and equity for community members. We know that our families/survivors will use the facility. Urbana Park District has been a supportive, engaging, and pro-active partner generously offering recreation and opportunities for youth & families impacted by community violence. We trust those partnerships will expand and grow as more resources are available.”

Additionally, in 2017 and 2022, the park district worked on research reports titled “Increasing Involvement among Underrepresented Groups in Parks and Recreation Programs.” This study was conducted by the Diversity Research Laboratory & the Office of Recreation & Park Resources at UIUC. Notably, African American residents of the Lierman community were significantly different from other groups with respect to the number and strength of constraints they have experienced in recreation access.

The National Recreation and Park Association researches and promotes Health & Wellness nationwide as one of its strategic pillars. “NRPA believes that park and recreation professionals play a vital role in meeting the evolving health needs of their communities. They are uniquely positioned to create public health leaders and other local organizations, upstream solutions that catalyze and transform their systems into holistic and people-centered community wellness hubs.”

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization’s existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
While the Health & Wellness Center will serve all of Urbana and surrounding communities, there are two Census Block Groups which are of highest significance regarding data and demographics. Block Group 3 houses the facility at its southern border and Block Group 5 (Lierman Neighborhood) is across Washington Street and highly residential. This project will bring high-quality recreation to the area, increasing equity.
The following is gathered from the Urbana ARPA Data and Demographics page. Both Block Groups are mid to low in

household income, between $25,000 and $50,000. Median home values are also among the lowest areas in Urb around $100,000. A unique demographic of this site is how diverse the age distribution is. Block Group 3 has Urbana's highest percentage of population 65 and older (greater than 30%). Block Group 5 contains Urbana's highest percent of those under 18 (more than 40%). These stark age differences highlight the need to serve all ages.
Another important metric is the number of violent crimes, as the project strives to meet the goal of increased support for community violence interventions. The Lierman Neighborhood contains the highest number of violent crimes in Urbana since 2010 at more than 800. It is important to emphasize that this is not only a high number, but the highest number in all of Urbana's Block Groups. This neighborhood is also high on the Social Vulnerability Index, which looks at socioeconomic status, household composition and disability, minority status and language, and housing type and transportation.
The new center is needed to serve the community not only from a recreational standpoint, but also as a safe place for the surrounding neighborhoods. It will also provide beneficial after school and evening programming for youth and teens. It will also be adjacent to the largest elementary school campus, creating a safely walkable destination for after school programs.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
Since 2019, the Urbana Park District (applicant) has received funding from the City of Urbana via grant programs. This totaled $13,750 and included the following six projects:
• 2019 Public Arts Grant for Read Across America at $750. Read Across America promotes and celebrates literacy.
• 2020 Public Arts Grant for Read Across America at $500.
• 2021 Public Arts Grant for Bridging the Art Divide at $1,500. This was an Urbana Arts & Culture program which turned a pedestrian bridge in Crystal Lake Park into an art gallery featuring local artists.
• 2022 Public Arts Grant for Read Across America at $1,000.
• 2022 Public Arts Grant for the development of a Champaign County African American Heritage Trail Stop in Crystal Lake Park at $2,000.
• 2022 Youth Services Grant for Students Playing and Learning After School Hours (SPLASH) program at $8,000. SPLASH is an afterschool enrichment program and a collaboration between the Urbana Park District and Urbana School District #116.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
Due to the Urbana Park District Health & Wellness Center project's overall size, cost, and complexity, park district staff began the planning process in 2017. This included visiting 15 recreational facilities of varying construction costs in central Illinois and Chicagoland to inform the design of the facility.

The Urbana Park District Strategic Plan 2020 (developed 2018-2020), solidified the project as a high priority need for the citizens of Urbana and ensured the importance of moving toward the construction of a Health & Wellness Center. In 2019-2020, the Urbana Park District entered into a contract with local architecture and engineering firm, Farnworth Group. Farnsworth assisted the park district in creating a conceptual design of the building and site plan, as well as a pro forma and conceptual cost estimate.

In 2021, the Urbana Park District entered into another contract with Farnsworth Group to move from conceptual design to detailed architectural and engineering documents for facility construction. This included the addition of a construction manager, CORE Construction. The benefits of a construction manager include real-time updates to cost estimates as the design evolves, and identification of cost-saving measures early in the design process. CORE

Construction has assisted in helping the Urbana Park District understand the impacts of COVID and supply chain disruptions on the cost and timeline of the project. This has helped the park district create detailed, line-item cost estimates and determine more precisely how much ARPA funding to request for the project.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?

With a project of the size and complexity of the Urbana Park District Health & Wellness Center, the requested $3,300,000 in ARPA funding would be one integral funding source in administering the proposed project. It will not fully cover the cost of constructing the facility, and other funding has been secured to date. The other four funding sources include:

1. $1,764,457 in local donations and pledges towards the project as of October 2022 through the Urbana Parks Foundation.
2. Urbana Park District funds in the amount of approximately $4,100,000.
3. A grant in the amount of $2,500,000 from the Illinois Department of Natural Resources under the Park and Recreational Facility Construction Act (PARC). This grant agreement was executed in October 2021.
4. A $3,000,000 grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) through a legislator initiative. The facility design was required to develop further before DCEO grant agreement paperwork could begin; it is in progress at the time of ARPA application submittal.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?

After the Urbana Park District Health & Wellness Center construction is complete, it will transition into yearly operating funds. ARPA funding will ensure the facility is constructed and the park district can transition away from the leased space in Brookens Gym. The cost of the lease, operating funding, Urbana tax dollars, and program revenues from Brookens will be transferred to the new facility creating a strong financial base.

In addition to the maintenance and operation of the facility, it will also accommodate a wide variety of programming and membership opportunities. Examples include Athletics and Outreach & Wellness programming such as fitness classes, pickleball, basketball, and sports camps. Not only are these programs important, but the new facility will allow expanded offerings compared to Brookens which also leads to increases in operational revenues. The location of the facility near Dr. Williams Elementary and Urbana Early Childhood schools promotes vibrant after school programs and opportunities for collaboration. The park district also works to reach underserved community members through scholarships and ensuring affordable memberships (estimated at $110 per year) for future participants. These memberships will allow drop-in visits during all hours of the building's operation. The current gym only offers programming and rental opportunities on a pre-scheduled basis.

Furthermore, the help of ARPA funding for facility construction will continue to leverage other investments in the neighborhood. Phase two development for the site surrounding the facility includes outdoor wellness and recreation opportunities ranging from Urbana's first splash pad to a playground, basketball, pavilion, and trails. This second phase of development will also connect the facility and Prairie Park to the adjacent 60 acres of Weaver Park. This includes connection from the neighborhood directly to the regional Kickapoo Rail Trail.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?

The Urbana Park District (applicant) is the only organization involved in the execution of this project, the construction of the Health & Wellness Center. The park district will be fully responsible for the appropriate use and reporting on the ARPA funds if awarded.

While there are no partners on the project execution, there are funding partners such as the Urbana Parks Foun (local donations) and grants from the Illinois Department of Natural Resources and the Illinois Department of Commerce and Economic Opportunity. If ARPA funding is awarded, the City of Urbana will also be a funding partner on this important project.

There will also be programmatic partnerships after the facility is constructed, such as the Urbana School District #116, the Champaign-Urbana Trauma and Resiliency Initiative, Driven to Reach Excellence & Academic Achievement for Males (DREAAM), and the Urbana Neighborhood Connections Center among many others.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The Urbana Park District prides itself on an extensive history of organized and successful grant management. The park district maintains a database of all grant projects dating back to 1975. This includes thorough retention of important information such as funding agreements, project status reports, and payment receipts. Some of these grants require long term reporting decades later, which the park district is able to effectively complete. In the last ten years, the Urbana Park District has received and administered six grants of $400,000 or more, with the largest being $2,500,000. The park district has also received and administered more than 65 other grants of smaller amounts within the last ten years. Grant funding is integral to the success of programming and capital projects in the park district. Lastly, the park district performs annual financial audits, ensuring responsible financial practices.

The Urbana Park District is highly qualified to carry out the work described in this APRA project. As a long standing, stable organization in the community since 1907, the park district maintains consistent staffing, experience, resources, and knowledge to deliver this project. Staff currently on the project team have recent experience executing large capital projects. This includes the construction of two large facilities: Crystal Lake Park Family Aquatic Center and the Planning and Operations Facility. Because of the stability of the organization, this also promotes sustained project support after construction and into the programming and maintenance phase of the facility. This also encompasses any grant or financial reporting which is required by ARPA.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?

A variety of metrics are being used to determine the success of the Health & Wellness Center ARPA project. Firstly, the project will more than double the park district's square footage of indoor athletic and fitness space. Currently, the park district leases 13,000 square feet of space from the County. The new facility will be approximately 30,000 square feet of indoor community recreation space. The park district also measures success with the goal of a grand opening by the end of 2024.

Another metric is to double the number of annual visits to the park district's Brookens Gym. Currently, that facility receives approximately 60,000 visits per year, making the goal 120,000 annual visits. This goal will be achieved through the expanded offerings of a Health & Wellness Center to serve more people and provide increased health and recreation opportunities.

A third metric is scholarships awarded to the community for facility use. The Urbana Park District is committed to contributing at least $30,000 annually toward scholarships and free membership access. Collaborative partnerships with other agencies will increase scholarships further. This will provide opportunities such as athletics camps for kids and facility membership for adults, and free use of the walking track or open gym basketball times.

Furthermore, the completion of this project will address important components of the Urbana Park District Strategic Plan 2020. Health & Wellness is a pillar of the plan, and ARPA funding assistance would help meet the goal to "Improve and expand upon indoor health and wellness space for the community" and subsequent objectives.

There are other important outcomes to the project which are harder to quantify due to a variety of external var yet vital outcomes of the project. These include contributing to the reduction of violent crime, providing space for growing community partnerships, and increasing programming for those under 18 and 65+ based on Census data.

C.10. Please describe any other COVID relief funding that your organization has received.

The Urbana Park District has received a COVID relief funding for hazard pay, personal protective equipment, signage, remote work materials, cleaning/sanitizing equipment, and supplies directly related to reducing the spread of COVID. The $132,572.84 in total funding came from four sources in a total of six funding awards. These sources and funding amounts include:

• Illinois Park and Recreation Foundation (IPRF) Stimulus Grant for $1,572.

• Department of Commerce and Economic Opportunity (DCEO) Local CURE Grant for $30,000. This funding was used for hazard/essential employee pay for employees directly mitigating or responding to the COVID-19 public health emergency.

• Illinois Emergency Management Association (IEMA) Grant for $18,937.75. This included signage, communications, personal protective equipment, and cleaning and sanitizing supplies directly related to COVID-19.

• Department of Commerce and Economic Opportunity (DCEO) Local CURE Grant for $64,933.44. This funding was used for remote work facilitation through purchasing laptops and related computer equipment to allow for remote participation at meetings. It also include personal protective equipment, additional cleaning services, changes to programs and exhibits, and HVAC adjustments.

• Illinois Parks Association Risk Services (IPARKS) Power Grant for $1,500. This funded an electrostatic sprayer and disinfectant for all Urbana Park District facilities.

• Illinois Emergency Management Association (IEMA) Grant for $15,629.65. This funded similar products as the first IEMA grant: signage, communications, personal protective equipment, and cleaning and sanitizing supplies directly related to COVID-19.

D. Project Budget

Completed by kadudek@urbanaparks.org on 11/16/2022 11:24 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Construction Costs	$3,300,000.00
	$3,300,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	1650000
2024	1650000
2025	0
2026	0

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by kadudek@urbanaparks.org on 11/16/2022 8:40 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

E. Optional Attachments- Urbana Park District Health & Wellness.pdf

Submit

Completed by kadudek@urbanaparks.org on 11/16/2022 11:27 AM

Case Id: 30309
Name: Urbana Park District Health & Wellness Center -
Address: 303 W University Ave.

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Kara Dudek-Mizel
Electronically signed by kadudek@urbanaparks.org on 11/16/2022 11:26 AM

Today's Date
11/16/2022

Urbana ARPA Application: E. Optional Attachments

Urbana Park District Health & Wellness Center

Attachments Included:

1. Urbana Park District Strategic Plan 2020
    a. Attached pages include the executive summary, Health & Wellness Pillar, and Strategic Plan goal to build a recreational facility.

2. Health & Wellness Facility Renderings, Site Plan, Floor Plans
    a. These images help provide background on what the facility's exterior and interior look like, as well as the floor plan and site plan layouts.

3. Presentation Slides from *The Urbana Park District "Underrepresented Populations" study: What have we learned?*
    a. Highlights the park district's commitment to serving the needs of all community members, and increasing access for those often underserved. These studies were completed in 2017 and 2022.

4. Health & Wellness Center Budget and Funding Breakdown
    a. Further emphasizes the need for APRA funding. This attachment is relevant to question C.4. (describe how the cost for the project was determined) and C.5. (whether the requested funding amount will be sufficient to fully administer the project).

5. City of Urbana Mayor/City Council Strategic Goals 2022-2023
    a. As highlighted in the document, the Urbana Park District's ARPA Application directly meets a strategy within Strategic Area #1: Public Safety and Well-Being. This strategy is to promote community well-being and the relevant action step is to "Fund and support community partners that promote health and wellness."

Attachment 1: Urbana Park District Strategic Plan 2020

Urbana Park District Health & Wellness Center

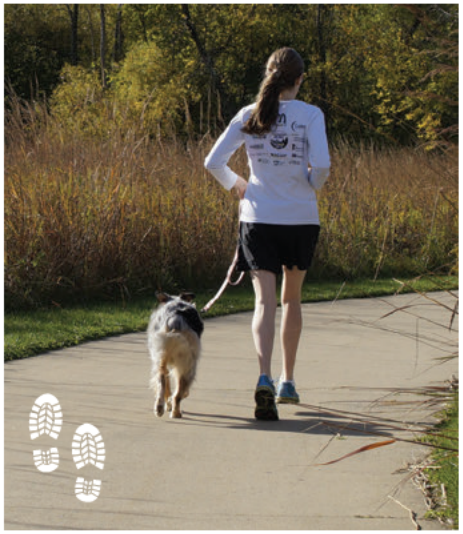
Attachment A - Section 2.2

Urbana Park District Strategic Plan 2020

Accepted by Board of Commissioners September 10, 2019
Effective 2020-2024









You belong here.
Urbana Park District

Executive Summary

I am pleased to present our residents with the Urbana Park District Strategic Plan 2020. On behalf of the Board of Commissioners and our staff, we hope you can identify with the vision created in the plan and that our future planning efforts will meet your needs going forward.

This plan creates a vision for the years 2020-2024. Park and recreation needs, trends, and opportunities change season to season and this five-year timeframe allows the park district to remain relevant and attentive to the interests of our community. Our strategic plan will keep board and staff moving forward in unity towards reaching these common goals.

As you read the plan, keep in mind the four distinct and interwoven 'planning pillars': You Belong Here, Placemaking, Health & Wellness, and Trails & Connectivity. The community identified each pillar as overarching themes for the important unmet needs facing Urbana today. These pillars combine to help create the foundation for establishing our Strategic Plan 2020.



Timothy Bartlett
Executive Director

Thank You!

The successful creation of this plan is all thanks to those listed below, and many more.

Urbana Park District Board of Commissioners

Michael Walker
Nancy Delcomyn
Meredith Blumthal
Lashaunda Cunningham
Roger Digges

Steering Committee Members

Tim Bartlett
Derek Liebert
Corky Emberson
Caty Roland
Andy Rousseau
Mark Schultz
Elsie Hedgspeth
Kara Dudek
Erik Orta (former)
Racheal Weiland (former)
Zoe Wu (former)

Urbana Park District staff members
Urbana Park District Advisory Committee (resident volunteers)
Jarrod Scheunemann, Campfire Concepts
David Michael Moore, graphic illustration and facilitation

A huge thank you to the community members who formally and informally shared their thoughts to help guide the plan:
348 individuals answered the User Questionnaire
147 people jotted answers to whiteboard questions
98 stakeholders were consulted at interviews
335 people listened in at presentations
49 community members attended focus group sessions

Thank you to those **977** people and the many others we talked with!

Chapter 4: Plan Pillars

The four planning pillars are comprised of interwoven initiatives, which strive to provide welcoming, inclusive, and creative recreational opportunities for our community.

You Belong Here promotes the creation of welcoming and supportive park and recreation experiences for everyone, while encouraging an inclusive and responsive staff culture. This celebrates inclusion regardless of age, ethnicity, culture, income, ability, lifestyle, interests—everyone and anyone belongs here!

Placemaking features the design and creation of vibrant and engaging spaces that inspire health and recreation. Placemaking strives to incorporate universal and multigenerational design, sustainable and environmentally responsible initiatives, resilient and future-oriented plans, and safe, welcoming places, which the public participates in creating.

Health & Wellness reinforces the Urbana Park District's commitment to providing parks, programs, facilities, and events that promote all dimensions of wellness. This includes investigation of new indoor and self-guided opportunities for all ages and abilities.

Trails & Connectivity highlights the establishment of multiuse paths within parks for transportation and recreation, while creating park-wide, neighborhood, community, and regional connections. This supports active lifestyles and safe transportation for those walking, biking, jogging, and rolling in the community, while also stimulating local tourism and economy.

Brief History and Background of Plan Pillars

You Belong Here

In 2015, the park district began placing even greater emphasis on the creation of a welcoming, affirming, and inclusive culture in which all community members and staff feel they belong; hence the "You Belong Here" expression accompanying the park district logo in many publications, on staff and camper t-shirts, and district signage and marketing. The logo has been added the district's portable performance stage too, new in summer of 2019. What began with the Urbana Park District's 2017 study Increasing Involvement among Underrepresented Groups in Parks and Recreation Programs has evolved over time. The initial study held focus groups with users and non-users of park district parks, programs and facilities and worked to understand the honest barriers people in our community are facing. Working to overcome these barriers, the park district formed an Outreach & Wellness Department. This department has implemented free Play Days in the Park, expanded the scholarship program, printed flyers in multiple languages, hired a Spanish translator on staff, and are working to broaden our reach with a "Park Van" filled with recreational equipment that can be taken to neighborhoods and events.

Topics of You Belong Here goals (beginning on page 11) include effective communication with those who speak English as a second language, promotion of the importance of diversity and inclusion within staff culture, and efforts to make parks and facilities more welcoming to all.



The "You Belong Here" logo in four languages adorns the back of the park district 2019 summer staff and camp shirts.

Placemaking

The most well-known project which spurred the placemaking pillar, is the multi-phase transformation and rehabilitation of Crystal Lake. With a significant amount of planning, engineering and community input already invested into Crystal Lake Park since 2015, the placemaking pillar broadened into more widespread objectives applicable across the park district. Stakeholder interviews and questionnaire respondents highlighted the importance of placemaking through accessible design, welcoming spaces, colorful parks and facilities, environmentally sustainable practices, and safe places for activities. Some commented about how shade on a hot day, or a map in a park they are visiting for the first time can make all the difference in creating a place to stay and enjoy.

Topics of the Placemaking goals (beginning on page 13) include the revitalization of Crystal Lake, addition of active, teen and multigenerational opportunities for recreation, and creation of vibrant, comfortable, welcoming, art-filled spaces within parks.



A rendering depicts a placemaking component of the Crystal Lake rehabilitation as visitors enjoy reading, relaxing, walking and kayaking near the stone plaza.

Health & Wellness

As a park district, we are intently focused on providing opportunities for the community to be physically healthy in daily life. It goes further than that though, as we strive to incorporate the eight dimensions of wellness: physical, intellectual, emotional, spiritual, environmental, financial, occupational, and social. During public input opportunities, people often voiced the need for indoor recreation space to be physically and mentally well, more opportunities to be healthy in the colder months, and increased opportunities for people of all generations. As with all the planning pillars, there is great overlap, and it is important to promote the You Belong Here culture of welcoming anyone to improve their health and wellness.



The wellness wheel depicts the eight dimensions of wellness. Credit: Iowa State University Division of Student Affairs

Health & Wellness goals (beginning on page 16) highlight the need for more indoor and “on your own time” recreation opportunities, wellness for all generations, increased opportunities in colder months, and expanded partnerships with health agencies.



An example of being active in the cold winter months, the Snow Fort making pop up program engaged children and adults alike in outdoor activity.

Planning Pillar: Health & Wellness

Goal #1: Improve and expand upon indoor health and wellness space (H&W space) for the community. The vision of this potential space incorporates a variety of opportunities in fitness, wellness, and athletics to promote and improve the overall well-being of community members, while providing indoor, on your own time opportunities.			
Objective	**Strategy**	**Performance Measure**	**Responsible Staff Groups**
A. Solidify partnerships and form a team to move H&W space forward.	Determine other government bodies, local groups, hospitals, businesses, or external funding partnerships (donors) willing to provide resources (financial, land, programmatic, transportation etc.) to move H&W space forward.	Creation of an agreement with partners, confirming interest, and resources provided, in advancing indoor H&W space.	Administration, Planning & Operations, Recreation, Leadership Team
B. Use information from H&W program statement and public input to prepare concept plan.	Contract with engineering firm, experienced in building similar facilities, to undertake concept planning with pro forma (including location of indoor space, office areas, staffing needs, technology costs, construction, and operational expenses).	Completion of concept plan with pro forma study to measure baseline performance expectations and feasibility.	Planning & Operations, Leadership Team
	Engage Champaign Urbana Special Recreation (CUSR) in development of final vision statement to ensure amenity needs are met, universally designed spaces provided for all, and CUSR feels they have an Urbana home.	Work with CUSR management team to define CUSR program/facility space needs.	Administration, Planning & Operations, Recreation
C. Finalize program statement (vision and amenities) for H&W space.	Use results of concept plan with pro forma to create a "final" program statement to bring forward in future phases of planning.	Update of existing program statement (vision and amenities) for H&W facility to a final form.	Administration, Planning & Operations, Recreation
D. Proceed with development of H&W space.	Identify revenue sources: UPD capital, state of Illinois grants, partnerships, private donors, other businesses, and operating budgets from all partners.	Provide new H&W space to meet community H&W needs (as determined by partnerships, program statement, concept planning, and funding resources).	Administration, Planning & Operations, Recreation

Attachment 2: Health & Wellness Facility Renderings, Site Plan, Floor Plans

Urbana Park District Health & Wellness Center



2 **WEST ELEVATION**
SCALE: 1/8" = 1'-0"



1 **SOUTH ELEVATION**
SCALE: 1/8" = 1'-0"

Farnsworth
GROUP

2211 W. BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

90% CD
NOT FOR CONSTRUCTION

PROJECT:
Urbana Park District

Health & Wellness Facility

2002 E. Washington St
Urbana, IL 61802

DATE:	07/01/2022
DESIGNED:	Designer
DRAWN:	Author
REVIEWED:	Approver

SHEET TITLE:
COLOR OPTION 4

SHEET NUMBER:
A6.13

PROJECT NO.: 0210734

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1 **EAST ELEVATION**
SCALE: 1/8" = 1'-0"



2 **NORTH ELEVATION**
SCALE: 1/8" = 1'-0"

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GROUP

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ISSUE:

#	DATE:	DESCRIPTION:

90% CD
NOT FOR CONSTRUCTION

PROJECT:
Urbana Park District

Health & Wellness Facility

2002 E. Washington St
Urbana, IL 61802

DATE:	07/01/2022
DESIGNED:	Designer
DRAWN:	Author
REVIEWED:	Approver

SHEET TITLE:

COLOR OPTION 4

SHEET NUMBER:

A6.14

PROJECT NO.: 0210734

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Interior Concept
Full Concept with Alternates - Two Court Gym with Running Track

Urbana Park District



PROJECT CONCEPT

Interior Concept
Full Concept with Alternates - Two Court Gym with Running Track

Urbana Park District



PROJECT CONCEPT

Interior Concept
Full Concept with Alternates – Exercise Equipment Room

Urbana Park District



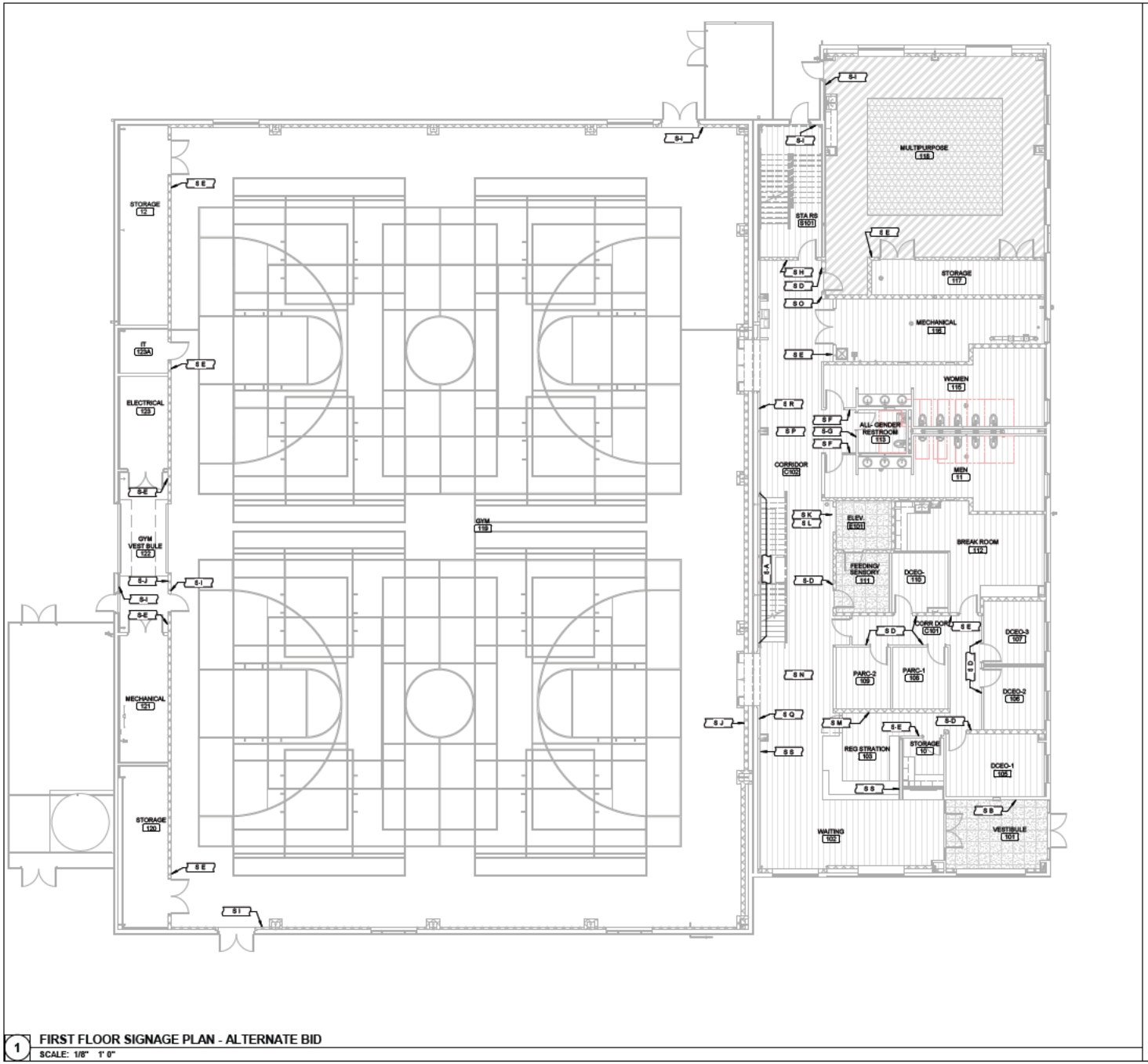
PROJECT CONCEPT

Interior Concept
Full Concept with Alternates – Multi-Purpose Room

Urbana Park District



PROJECT CONCEPT



1 FIRST FLOOR SIGNAGE PLAN - ALTERNATE BID
SCALE: 1/8" 1' 0"

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CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:

Bid Set
08/31/22

Urbana Park District

Health & Wellness Center

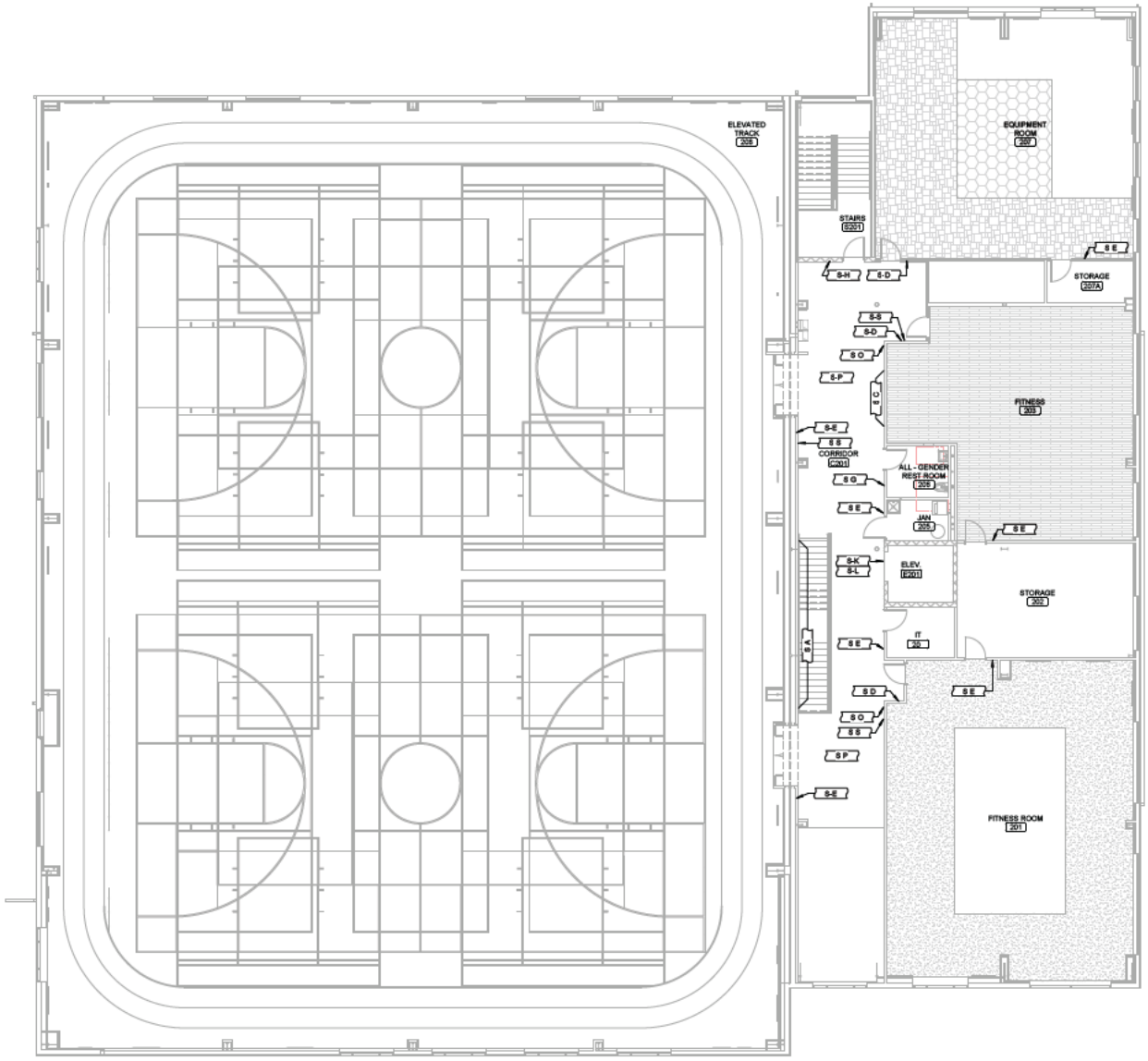
2002 E. Washington St
Urbana, IL 61802

DATE	08/31/2022
DESIGNED	MAB
DRAWN	MAB
REVIEWED	SCB

FIRST FLOOR SIGNAGE PLAN - ALTERNATE BID

I2.1.2

PROJECT NO. 0210734.00



1 SECOND FLOOR SIGNAGE PLAN - ALTERNATE
SCALE: 1/8" 1' 0"

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CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com
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Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:

Bid Set
08/31/22

Urbana Park District

Health & Wellness Center

2002 E. Washington St
Urbana, IL 61802

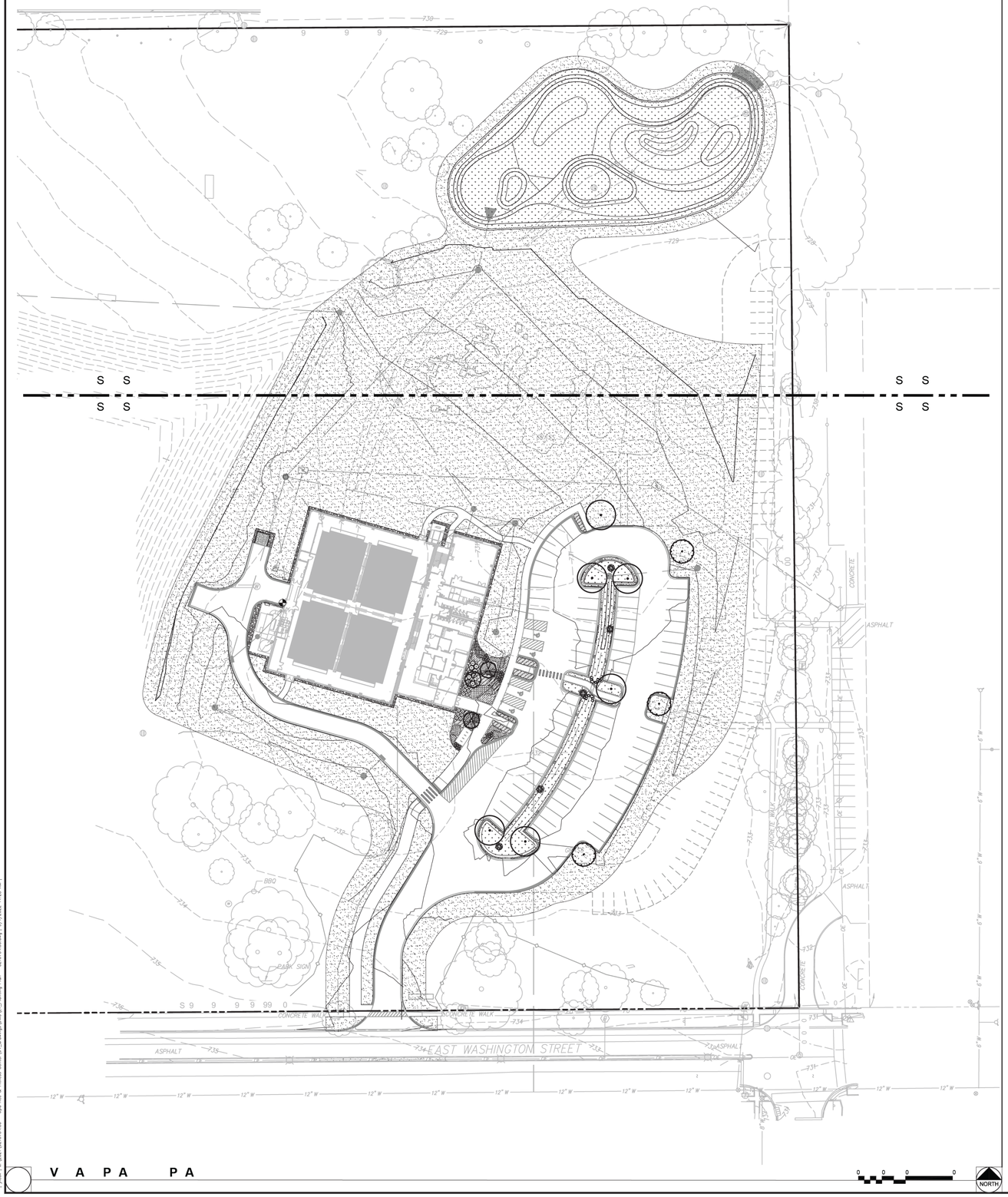
DATE	08/31/2022
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DRAWN	MAB
REVIEWED	SCB

SECOND FLOOR SIGNAGE PLAN - ALTERNATE BID

I2.2.2

PROJECT NO. 0210734.00

CHAMPAIGN COUNTY NURSING HOME SUBDIVISION



V A P A P A

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NORTH

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9 S S

Farnsworth U W D U H N N

Engineers | Architects | Surveyors | Scientists

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Item G20.

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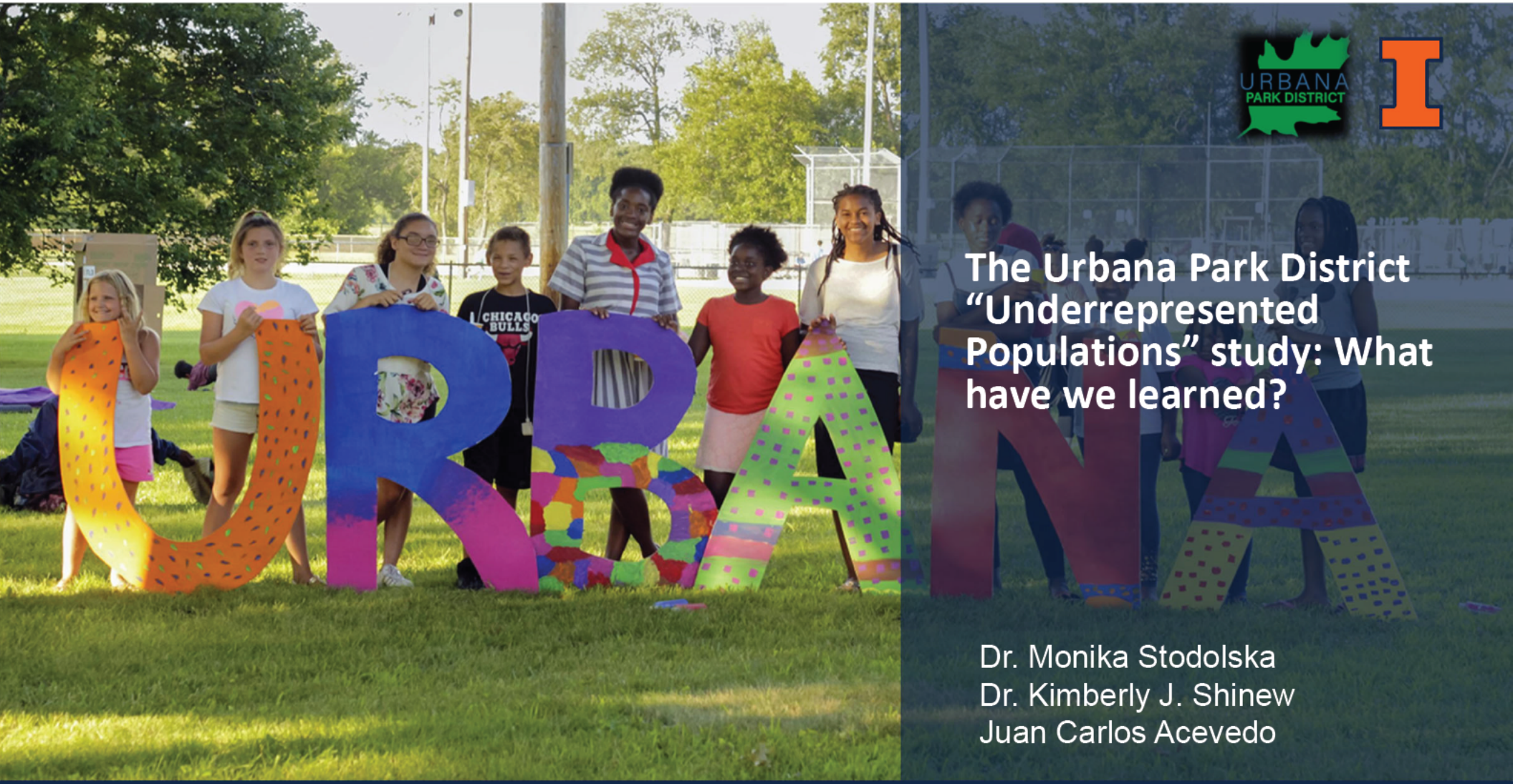
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Attachment 3: Presentation Slides from *The Urbana Park District "Underrepresented Populations" study: What have we learned?*

Urbana Park District Health & Wellness Center


URBANA
PARK DISTRICT
The Urbana Park District "Underrepresented Populations" study: What have we learned?
Dr. Monika Stodolska
Dr. Kimberly J. Shinew
Juan Carlos Acevedo
University of Illinois; Department of Recreation, Sport and Tourism; Diversity Research Lab
1

Introduction

- In 2016-2017, our team worked with the Urbana Park District (UPD) to understand how the UPD could better serve the needs of African American, Latinx, and Asian users and non-users of local park and recreation resources.
- The results showed that constraints such as fees, transportation, racial tensions, lack of knowledge of opportunities, safety, and language barrier negatively affected minority residents' ability to access parks and recreation programs.
- As a result of our study, over the past five years, the UPD implemented numerous new initiatives to provide better services to underserved residents of Urbana.

Introduction

- The **objectives** of this study were to:

1. Conduct a formal evaluation of the steps undertaken by the UPD to provide better programs and activities to underserved populations of Urbana

2. Identify additional strategies UPD could employ to engage local underserved residents

3. Create a blueprint (SARSIR - Strategies to Address Racism and Social Injustice in Recreation) that will provide recommendations on how to improve service delivery to underprivileged residents

Findings - Interviews and focus groups with UPD leadership and staff

- The UPD has undertaken a number of initiatives to increase access to its services and programs among underserved populations:
  - Making organizational changes in the Park District (You Belong Matrix Team)
  - Development of a new Strategic Plan and Inclusion Strategy
  - Distributing scholarships
  - Acquisition of a new mobile recreation unit - Urvana
  - Changes in the existing facilities and plans for development of new facilities
  - Increasing outreach to underserved communities
  - Developing relationships and collaborations with community partners
  - Lowering barriers to entry
  - Decreasing constraints to participation

Findings - Interviews and focus groups with UPD leadership and staff

- To lower the two most important constraints experienced by underprivileged residents of Urbana (cost and transportation), the UPD has delivered programs on-site in underserved neighborhoods (assisted by Urvana - a mobile recreation unit) and obtained a large grant from a community partner to provide free and subsidized programs to low-income residents.





Findings - The results of the user survey

- The most often participated in new/redesigned activities were CU's Pride Week, SPLASH, Take a Child Outside Week, Swim lessons for people with swim passes, and Play Days in the Park
- The satisfaction levels from participation in the top 5 new/redesigned activities were very high. Over 88% of respondents indicated they were "Very satisfied" or "Satisfied" from participation.
- The activities listed by the users as their most enjoyable included CU's Pride Week, swimming lessons at the indoor aquatic center, SPLASH, and soccer.

Attachment 4: Health & Wellness Center Budget and Funding Breakdown

Urbana Park District Health & Wellness Center

Urbana Park District Health & Wellness Center

November 2022

Urbana ARPA Application

Project Cost

Construction Cost as provided by CORE from bid solicitations	$	12,331,464.00	
3% Design and Construction Contingency	$	369,943.92	
Architect, Engineer, Construction Manager, Furnishings, Equipment	$	1,937,215.00	
TOTAL			**$ 14,638,622.92**

UPD Funds:

Bond Reissue	$	3,056,861.00	
Donations and Pledges	$	1,764,457.00	
2019 CIB HW	$	26,175.00	
Fund Balance Transfer	$	1,000,000.00	
PARC Grant	$	2,500,000.00	
Total (secured)			**$ 8,347,493.00**

Additional Anticipated Funds

DCEO*	$	3,000,000.00	
Total Secured			**$ 3,000,000.00**
Total Anticipated funds as of 11/15/22			**$ 11,347,493.00**

Funding Gap

Project Budget less Secured Funding	**$ (3,291,129.92)**

*anticipated final notice of state award 12/7/22

Attachment 5: City of Urbana Mayor/City Council Strategic Goals 2022-2023

Urbana Park District Health & Wellness Center

CITY OF URBANA

MAYOR/CITY COUNCIL STRATEGIC GOALS 2022-2023

Strategic Area #1: Public Safety & Well-Being

Strategies:

1. Pursue methods to mitigate community violence.

Action Steps

a) Fund community partners that address the root causes of community gun violence

b) Enhance City programs that address root causes of violence (e.g., Self Made Kingz)

c) Identify and fund options that enhance current police investigative and operational capacity to address community violence and solve serious crimes

i) Develop a proposal to increase the capacity of the Investigations Division of UPD (staff/tech) to solve violent crimes

2. Enhance and expand public safety resources.

Action Steps

a) Contract for and complete a Public Safety Review

b) Develop a comprehensive safety plan, including funding requirements, based on the results and recommendations of the Public Safety Review and available funding

3. Promote community well-being.

Action Steps
a) Fund and support community partners that promote health and wellness
b) Promote communication and outreach to individual neighborhood groups
c) Create a 'manual' for victims of violence that summarizes available support services in the C-U area

URBANA PARK DISTRICT

你屬於這裡. Vous appartenez ici.
Tú perteneces aquí. You belong here.

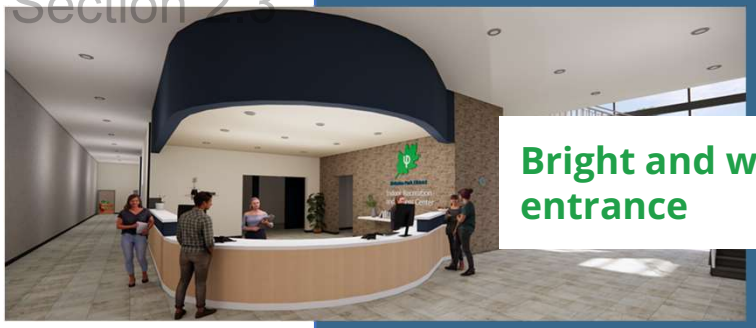
Health & Wellness Center



Creating a Lasting Impact

The goal of the Urbana Park District's Health & Wellness Center is to offer a ***welcoming and motivating environment that safely engages and benefits everyone in our community*** *on* the journey to better health and wellness and creates an impact lasting well beyond the ARPA funds:

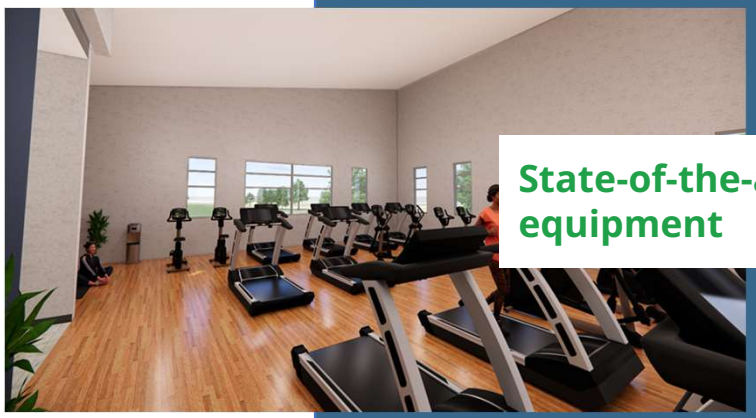
- Physical community asset for decades to come
- Sustained management and operation through integration into existing portfolio of UPD parks and facilities
- Significant expansion upon offerings at Brookens Gym
- Transformation of Urbana through violence reduction and increased individual and community Health & Wellness



Bright and welcoming entrance



Full court basketball courts & elevated walking track



State-of-the-art fitness equipment



Community room for education and workshops

ARPA Funds Amplified

Leverages ARPA Funds

- UPD funds
- State grants
- Donor support

Facilitates Partner Goals

- Expands upon available UPD resources
- Allows greater opportunity for us to say yes
- Increased opportunity for partnership

Addresses City Goals

- Meets four stated ARPA funding goals
- Meets City Council/Mayor 2022-2023 strategic goal of promoting community health and well-being through funding and supporting community partners that promote health and wellness

















Measures of Success

The Urbana Park District has been planning and preparing for this overdue and much needed facility for some time, and ARPA funds will ensure that our neighbors and future generations will have a space where they can improve their health and well-being.

We anticipate construction in spring of 2023, and have a long history of successful project management.

In addition to being construction-ready, we have a defined project budget and processes in place to ensure ARPA funds are used for their intended purpose.

Our annual audit ensures transparency regarding use of ARPA funds.

120,000

Anticipated visits at Health & Wellness Center

$30,000+

Committed to Youth Scholarships

Thank You

We are exceedingly grateful for your consideration of our request for American Rescue Plan Act funds in support of the Health & Wellness Center.

Your support will have a significant impact in our community that will be felt for decades to come.

Thank you again for your consideration and for all you do to promote the holistic wellness and vitality of our community.



RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (URBANA PARK DISTRICT)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Urbana Park District Health and Wellness Center* by Urbana Park District was allocated $2,000,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $2,000,000 in ARPA SLFRF funds, for the purpose of *Urbana Park District Health and Wellness Center*, performed by Urbana Park District, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

This Subrecipient Agreement ("Agreement") is entered as of [DATE], by and between the Champaign County Environmental Stewards, with an address of 1404 W. Washington St. CHAMPAIGN, IL 61821 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Champaign County Environmental Stewards is a 501(c)3 Non-Profit Organization that supports efforts to provide assistance to Champaign County residents with safe and convenient collection options for household hazardous waste; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in establishing a household hazardous waste collection facility.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for capital costs to establish a Household Hazardous Waste Collection Facility through the following understanding:

    a. **Household Hazardous Waste Collection Facility**: CCES proposes to use the requested ARPA Funds for capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County. A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community.

    b. **Project Scope**: Champaign County Environmental Stewards shall perform the Scope of Services as defined in Attachment A

    c. **Funding**: The City shall transfer ARPA Funds to Champaign County Environmental Stewards in an amount of up to $175,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Champaign County Environmental Stewards must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Champaign County Environmental Stewards's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Champaign County

Environmental Stewards in a fillable format.

2. Roles and Responsibilities of Champaign County Environmental Stewards.

a. Champaign County Environmental Stewards agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.

b. Champaign County Environmental Stewards shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

c. Champaign County Environmental Stewards shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

d. Champaign County Environmental Stewards shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Household Hazardous Waste Collection Facility may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.

e. Champaign County Environmental Stewards shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Champaign County Environmental Stewards and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Champaign County Environmental Stewards understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. Champaign County Environmental Stewards shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

h. Champaign County Environmental Stewards shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Champaign County Environmental Stewards shall reimburse the City any amount that is determined to have been spent in violation of the law.

i. Champaign County Environmental Stewards shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.

j. Champaign County Environmental Stewards shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Household Hazardous Waste Collection Facility

a. Services: Champaign County Environmental Stewards shall undertake activities toward establishing a Household Hazardous Waste Collection Facility under the following requirements:
   i. Champaign County Environmental Stewards shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
   ii. Household Hazardous Waste Collection Facility shall start on project start date provided in Attachment A.
   iii. Household Hazardous Waste Collection Facility shall comply with all additional terms and conditions provided in Attachment A.
   iv. Champaign County Environmental Stewards shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

b. Governance: The Household Hazardous Waste Collection Facility activities shall be overseen by the Champaign County Environmental Stewards Board of Directors *and include the following responsibilities:*
   i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of Champaign County Environmental Stewards to act in connection with this Agreement and to provide such additional information as may be required.
   ii. Review reports and program adherence.
   iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

a. The City shall provide ARPA Funds to Champaign County Environmental Stewards in the amount of up to $175,000, in the form of quarterly reimbursements, available

beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

c. The City is not responsible in any way for the operations of Champaign County Environmental Stewards.

5. Primary Contacts

a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Champaign County Environmental Stewards unless the City directs otherwise in writing.

Name: J.D. McClanahan
Title: Planner II, Champaign County Regional Planning Commission
Telephone: 217-328-3313, ext. 196
Email: jmcclanahan@ccrpc.org

b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Susan Monte
Title: Executive Director, Champaign County Environmental Stewards
Telephone: 217-600-1516
Email: smonte@ccenvstew.com

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Champaign County Environmental Stewards shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).

7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Champaign County Environmental Stewards. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Champaign County Environmental Stewards shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Champaign County Environmental Stewards does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Champaign County Environmental Stewards shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.

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

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Indemnity.** Champaign County Environmental Stewards agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Champaign County Environmental Stewards, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
    a. The loss of any monies paid to Champaign County Environmental Stewards.
    b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by Champaign County Environmental Stewards.
    c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Champaign County Environmental Stewards or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

    This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Champaign County Environmental Stewards by registered or certified mail. Upon receipt of such notice, Champaign County Environmental Stewards, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

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

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the

Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.

16. **Assignment:** Champaign County Environmental Stewards shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.

17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as Stated above. The Parties each represent that they have the authority to enter into this Agreement.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA	**CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS**
Diane Wolfe Marlin, Mayor	Dominique Gilbert, President
City Clerk	Attest

Attachment A
Scope of Services

Section 1. Summary

Project Summary

CCES proposes to use the requested ARPA funds to pay or to partially pay for one or more of the following upfront capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County.

1. CCES purchase of a suitable vacant parcel on which to establish a HHW collection facility in Champaign County; and
2. CCES purchase of pre-design services from architectural/engineering firm to establish conceptual site and building plans for a HHW collection facility and to initiate code/agency research to further define project parameters.

CCES expects to incur the above-noted HHW project capital costs during 2023.

The CCES project to establish a HHW collection facility additionally includes the following CCES responsibilities:

1. Conduct a broad-based community capital campaign to procure additional needed funds for capital costs to establish a HHW collection facility;
2. Seek agreements from local government entities and other stakeholders to fund the annual operational costs of the HHW collection facility;
3. Obtain architectural and engineering plans for the HHW collection facility, obtain local siting approval and permits for the HHW collection facility, arrange for HHW collection facility construction and site improvements to take place, ensure that needed inspections take place, arrange to provide facility furnishings and signage.
4. Seek US EPA and Illinois EPA grant support for CCES outreach and to provide awareness and education to citizens about HHW collection options and residential electronics collection options.

A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community. Access to a HHW collection facility can reduce the risks of accidental poisonings, HHW-initiated or accelerated house fires, firefighters' exposure to hazardous chemicals and highly toxic smoke, solid waste workers' exposure to improperly disposed chemicals, damage to solid waste infrastructure, wastewater treatment plant upsets, upset and damage to residential septic systems, and groundwater and surface water contamination from HHW dumping.

The Mahomet Aquifer Protection Task Force 2018 Report identified inadequate or improper HHW management as one of six contamination threats to the water quality of the Mahomet Aquifer (MA). Hazardous chemicals materials placed or dumped on ground in a recharge area can potentially contaminate the aquifer. The MA is the primary source of drinking water for more than 500,000 people in 15 Illinois counties and provides an estimated 220 million gallons of water per day to communities, agriculture, industry, and rural wells. The MA is the designated 'sole-source' aquifer and a key life-supporting groundwater resource in east central Illinois. Local action to reduce the

threat to the quality of the aquifer by improper management of HHW needs to be a priority action for communities, companies and individuals relying on this sole-source aquifer resource. Improving the collection of HHW in the region will be an investment in maintaining the quality of the Mahomet Aquifer.

Key Objectives and Measurable Outcomes

- CCES Progress Toward Establishing a HHW Collection Facility
    - During 2023, CCES to locate and purchase a vacant suitable site on which to construct a HHW collection facility.
    - During 2023, CCES to purchase pre-design services from architectural/engineering firm to establish conceptual site and building plans for a HHW collection facility. The pre-design services include code/agency research to further define project parameters.
    - Beginning in 2023 and ongoing, CCES to seek US EPA and Illinois EPA grant support for CCES outreach and to provide awareness and education to citizens about HHW collection options and residential electronics collection options.
    - During 2023 and 2024, CCES to conduct a broad-based community capital campaign to procure additional needed funds for capital costs to establish a HHW collection facility.
    - During 2023 and 2024, CCES to seek agreements from local government entities and other stakeholders to fund annual operational costs of a HHW collection facility.
    - Prior to the target opening date of the HHW collection facility, CCES to obtain architectural, and engineering plans for the HHW collection facility, obtain local siting approval and permits for the HHW collection facility, complete facility construction and site improvements, ensure that needed inspections take place, and provide facility furnishings and signage.

Project Start Date: 4/1/23 **Project Completion Date:** 12/31/24

ARPA Funding
$175,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 58% of the amount requested in the application. This difference will be accounted for by seeking alternate funding sources in order to complete the construction of the HHW facility.

The City understands that CCES intends to purchase vacant land, in order to build the HHW facility on this land. Urbana ARPA Funds may be used for early capital costs toward the HHW facility, with

the understanding that CCES will engage in a capital campaign between Q3 of 2023 and Q4 of 2024. If the capital campaign fails to raise the necessary funds to establish the described HHW facility, the land and other already-purchased capital expenses must be used for a purpose that aligns with the project's original intent of providing opportunities for safe waste disposal to Urbana residents.

CCES will continue to provide quarterly reports through the end of the capital campaign, so that the City of Urbana is aware of the status of this campaign. During this period, the Urbana City Council may also, upon reasonable notice, require CCES to provide a report to the Council on the progress of this campaign.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	n/a	n/a	n/a	n/a	n/a
2023 Q3 See Note 1	$527,661	$175,000	$175,000	Reimbursement	$175,000
2023 Q4 See Note 2	$38,700	n/a	n/a	n/a	$175,000
2024 Q1 See Note 2	$38,700	n/a	n/a	n/a	$175,000
2024 Q2 See Note 2	$38,700	n/a	n/a	n/a	$175,000
2024 Q3 See Note 2	$38,700	n/a	n/a	n/a	$175,000
2024 Q4	n/a	n/a	n/a	n/a	$175,000
2025 Q1 See Note 3	$1,500,000	n/a	n/a	n/a	$175,000
2025 Q2 See Note 4	$50,000	n/a	n/a	n/a	$175,000
2025 Q3	n/a	n/a	n/a	n/a	$175,000
2025 Q4 See Note 5	$150,000	n/a	n/a	n/a	$175,000
2026 Q1	n/a	n/a	n/a	n/a	$175,000
2026 Q2 See Note 6	$27,000	n/a	n/a	n/a	$175,000
2026 Q3	n/a	n/a	n/a	n/a	$175,000
2026 Q4	n/a	n/a	n/a	n/a	$175,000

Project Budget and Anticipated Timeline Notes:

1. The amount of $527,661 is the sum of (1) the expected CCES purchase price of the vacant parcel located at 901 Saline Court in Urbana, Illinois, which is $478,961, (2) the estimated

quarterly costs to be incurred by CCES to conduct a community capital campaign to raise the additional needed funds to establish the planned HHW collection facility, which is $38,700, and (3) the CCES cost of $10,000 to purchase pre-design services from an architectural/engineering firm to establish conceptual site and building plan for the HHW collection facility.

2. The amount of $38,700 is the estimated quarterly costs to be incurred by CCES to conduct a community capital campaign to raise the additional needed funds to establish the planned HHW collection facility. CCES expects to launch the capital campaign in August 2023 or in September 2023, and that the capital campaign duration will be 15 months.
3. The amount of $1.2M to $1.5M is the total cost estimate received from the architectural/engineering firm Architectural Expressions, in Champaign for the development of architectural drawings, site improvement planning, construction and installation, permitting and inspections of a 6,200 square foot facility to serve as the HHW collection facility, assuming the location is 901 Saline Court in Urbana.
4. The amount of $50,000 represents the City of Urbana application fee for the Pollution Control Facility siting review approval.
5. The amount of $150,000 is intended to provide for the listed other costs associated with CCES establishment of the HHW collection facility, including equipment, site furnishings, security fence, signage, legal review, and a financial audit.
6. The amount of $27,000 is a contingency fund for CCES to use toward costs indicated in Note 5, as may be necessary.

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/14/22 #15 [Link] and slides, attached hereto**

Champaign County Environmental Stewards

Executive Summary

CCES proposes to use the requested $300,000 of City of Urbana ARPA funds toward capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County.

A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community. The CCES proposal to establish a HHW collection facility takes into consideration:

- The inherent risks of HHW in our homes and in our environment.
- Awareness that inadequate or improper management of HHW is a contamination threat to the Mahomet Aquifer, the primary source of drinking water for Champaign County.
- Why convenience is a key factor to consider in providing HHW collection option to residents.
- Results of the HHW collection survey that most residents prefer the convenience of a permanent HHW collection facility, one open part-time, and year-round.

CCES presents its funding strategy and preliminary budget for the CCES project to establish and operate a HHW collection facility. CCES plans to leverage Illinois EPA annually appropriated funds support to the new HHW collection facility to cover the transportation and processing costs of HHW collected.

To date, CCES has received $650,000 toward capital costs to establish a HHW collection facility.

CCES is preparing to conduct a major broad-based community capital fundraising campaign that will be needed to raise the remaining funds of $1,850K - $2,350K for this project.

The CCES project to establish, operate, and maintain a HHW Collection Facility in Champaign County will help ensure a safe environment for our residents for years to come.

CCES History

In 2017, a task force led by Susan Monte at the Champaign County Regional Planning Commission held a series of meetings to explore a best path forward to address the long-standing need for convenient, safe, and environmentally responsible household hazardous waste (HHW) management options for residents of Champaign County and nearby counties. A key task force recommendation was to form a nonprofit organization to advance and support this effort.

The Special HHW Task Force identified the need to implement a regional solution to the problem as the most feasible, efficient, and sustainable solution.

The Champaign County Environmental Stewards formed as a nonprofit in April 2019 and received 501(c)(3) tax-exempt status in June 2019.

CCES Mission

● Support the ability of area citizens to responsibly manage materials by advancing improved local options for recycling, composting food scraps, and the safe and convenient disposal of household hazardous waste. ● Strive to facilitate local solutions for waste reduction, such as reduction of single-use plastics. ● Provide useful information and resources that assist citizens in these efforts.

A. Organization Information

Completed by smonte@ccenvstew.com on 11/13/2022 8:11 AM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

A. Organization Information

Please provide the following information.

A.1. Organization Name
Champaign County Environmental Stewards

A.2. Organization Type
501(c) Non-Profit Organization

A.3. Applicant Name/Point of Contact

First Name
Susan

Last Name
Monte

A.4. Mailing Address
1404 W. Washington St. CHAMPAIGN, IL 61821

A.5. Phone Number
(217) 600-1516

A.6. Email Address
smonte@ccenvstew.com

B. Project Details

Completed by smonte@ccenvstew.com on 11/15/2022 2:16 PM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

B. Project Details

Please provide the following information.

B.1. Project Name
Establish a Household Hazardous Waste Collection Facility

B.2. Requested Funding Amount
$300,000.00

B.3. Project Start Date
07/01/2022

B.4. Project Completion Date
12/31/2024

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☐ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☑ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
CCES proposes to use the requested ARPA funds for capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County. A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community. If residents have convenient access to a HHW collection facility, the following risks can be decreased:
• Accidental poisonings, or other medical problems from hazardous chemical exposure in the home,
• HHW-initiated or accelerated house fires,
• Firefighters' exposure to hazardous chemicals and highly toxic smoke while responding to house fires,
• Solid waste workers exposure to improperly disposed chemicals,
• Damage to solid waste infrastructure (including trucks, recycling facilities, landfill liners, etc.),

• Wastewater treatment plant upsets,
• Upset and damage to residential septic systems, and
• Groundwater and surface water contamination from HHW dumping.

The Mahomet Aquifer Protection Task Force 2018 Report identified inadequate or improper HHW management as one of six contamination threats to the water quality of the Mahomet Aquifer (MA). Hazardous chemicals materials placed or dumped on ground in a recharge area can potentially contaminate the aquifer.

The MA is the primary source of drinking water for more than 500,000 people in 15 Illinois counties and provides an estimated 220 million gallons of water per day to communities, agriculture, industry, and rural wells. The MA is the designated 'sole-source' aquifer and a key life-supporting groundwater resource in east central Illinois.

Local action to reduce the threat to the quality of the aquifer by improper management of HHW needs to be a priority action for communities, companies and individuals relying on this sole-source aquifer resource.

Improving the collection of HHW in the region will be an investment in maintaining the quality of the Mahomet Aquifer.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")

Infrastructure, Clean Water - Nonpoint Source 5.9

B.8. How does this project address needs that are not already met by existing local services?

Without year-round convenient access to a household hazardous waste (HHW) collection service, residents turn to disposing of waste inappropriately or stockpiling large quantities of HHW. These are unsafe practices.

An IEPA-sponsored one-day HHW collection event, held annually at a large parking lot on a Saturday each April, weather-permitting, is the existing option for HHW collection available to residents in Champaign County. An estimated 874 participants attended the one-day HHW collection in 2021, and 819 participants attended in 2022. This means that just over one percent of the estimated total number of households in Champaign County (84,248) participated in the HHW collection option offered in 2021, and that less than one percent of the total number of households participated in the HHW collection option offered in 2022.

Under the most favorable conditions, the highest participation rate that an annual HHW collection event can accommodate is approximately 1.4% of households in the service area.

HHW collection facility consultant Special Waste Associates (SWA) states that a practical measure of effective HHW collection service to all households in the Champaign County service area is to achieve an annual participation rate of 10% - 14% of households. SWA provides compelling data to demonstrate that providing a year-round convenient and available HHW collection facility is the proven path to reach double-digit participation (10% - 14%).

The nearest permanent HHW collection facility is 2.5 to 3 hours driving distance from Champaign County.

A waste planning standard in Illinois is that to travel more than 40 miles to a HHW collection facility is inconvenient. Based on the HHW Collection Survey conducted by CCES in 2021, most residents responding indicated that they are unwilling to travel more than 20 miles to a HHW collection facility. Most respondents indicated their willingness to travel from 6 to 10 miles to a HHW collection facility.

C. Project Information

Completed by smonte@ccenvstew.com on 11/16/2022 1:19 PM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
The proposed CCES project to establish a HHW collection facility in Champaign County will support the City of Urbana ARPA Funding Goal "Invest in infrastructure to increase community health, safety, and future resilience."

Local and regional information resources that justify the proposed CCES project to establish a HHW collection facility in Champaign County include the following:

(1) Champaign County Solid Waste Management 2022 Update, July 1, 2022

(2) Feasibility Study: Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties, October 2021 Final, Special Waste Associates

(3) The Illinois Materials Management Advisory Committee Report to the General Assembly, July 1, 2021

(4) The Mahomet Aquifer Protection Task Force 2018 Report, Task Force Members

(5) Improving Household Hazardous Waste Collection Options for East Central Illinois, ISTC Reports TR063, June 2016, Monte, Susan; Bartels, Bart; Sreedhar, Deepika; Gopal, Jayanthi

(6) A Regional Water Supply Framework for Champaign County and East-Central Illinois, Section 6, Strategy 6.11, pp. 56-57, October 2016, Champaign County Regional Planning Commission

Note: The Section E, Optional Attachments file named "C.1." includes a brief description of each of the above reports, along with a URL for each report.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
The Resident HHW Collection Survey conducted by CCES in 2021 included demographic data that indicated the one-day HHW collection event participants tended to over-represent non-Hispanic whites and to under-represent other racial and ethnic groups compared to Champaign County's overall population. Homeowners were also represented disproportionately when compared to the overall population in Champaign County. These collection event participant demographics results are described more fully in the CCES Feasibility Study for a HHW Collection Fixed Facility, completed by SWA, in October 2021.

The proposed establishment of a HHW collection facility in Champaign County will feature an enhanced community education and outreach component, one designed to reach all types of households within and nearby Champaign County. All types of households will be targeted: married couple household, single parent households, single person households, and non-family households.

Additionally, once the HHW collection facility is established and operational, CCES will plan to utilize available resources such as the Block Group-Level Social Vulnerability Index (SVI) map* to identify most vulnerable neighborhoods to receive a targeted array of volunteer assistance, e.g., a program that allows residents of a high index SVI to sign up or request to receive volunteer assistance to bring HHW items to the HHW collection facility, by appointment.

Note:
* For example, the existing Block Group-Level Social Vulnerability Index map available at https://ccrpc.gitlab.io/urbana-arpa/concept/demographics/#types-of-households.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
CCES has received the following financial support from local Champaign County governments within the last three years:*
In 2020, CCES received the following financial support:
 $525 from the Champaign County Solid Waste Fund to support CCES website maintenance; and
 $2,475 approximately from the Champaign County Solid Waste Fund to support CCES projects.
In 2021, CCES received the following financial support:
 $525 from the Champaign County Solid Waste Fund to support CCES website maintenance;
 $2,475 approximately from the Champaign County Solid Waste Fund to support CCES projects; and
 $1,000 from the City of Urbana to support the CCES commissioned HHW Collection Feasibility Study by Special Waste Associates.
In 2022, CCES received the following financial support:
 $650,000 from the Champaign County ARPA fund to use for capital costs to establish a HHW collection facility in Champaign County;
 $525 from the Champaign County Solid Waste Fund to support CCES website maintenance;
 $2,000 from the Champaign County Solid Waste Fund to support the Resident Tire Collection held on August 4-6, 2022;
 $500 from the City of Urbana to support the Resident Tire Collection held on August 4-6, 2022; and
 $500 from the City of Champaign to support the Resident Tire Collection held on August 4-6, 2022.

*Note: During the past three years, CCES additionally received occasional financial support for CCES projects in amounts between $500 and $2,000 from local agencies such as the C-U Public Health District and Urbana-Champaign Sanitary District.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The cost of the CCES project to establish a household hazardous waste (HHW) collection facility in Champaign County consists of up-front capital costs, estimated to be $1,750,000 - $2,250,000.

Estimated up-front capital costs to establish a facility is based on the best available information to CCES, and includes:
 Pre-capital campaign planning and feasibility study, to be followed by a fund-raising capital campaign;
 Estimated cost to purchase or lease available industrial facility space;
 Estimated initial assessment building assessment review (e.g., building feasibility study to assess suitability of existing facility to serve as a HHW collection facility);
 Local siting review fees (e.g., Pollution Control Facility Local Siting Review Application fee);
 Estimated building retrofit architectural and/or engineering plans, site improvements, building permit review and fees; and
 Estimated legal fees, insurance, finance, inspections, equipment, site furnishings, signage, and security system.

Sources of information available to CCES to estimate the up-front capital costs includes:
 The Feasibility Study: Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties, completed by Special Waste Associates in October, 2021;
 Consultations with local commercial/industrial real estate broker Jill Guth;
 Consultations with knowledgeable, retired local architect/structural engineer Russell Dankert; and
 Preliminary inquiries for cost proposals to local architectural/engineering firms.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
CCES will utilize the requested amount of $300,000 of City of Urbana ARPA funds toward upfront capital costs to establish a HHW collection facility in Champaign County. CCES is reviewing options to purchase the existing facility at 3509 N Cunningham Avenue, Urbana (located in unincorporated Champaign County) and would greatly benefit by receiving the requested $300,000 as soon as possible to provide for the estimated costs of an initial building assessment at this location, and potentially the costs of architectural and engineering plans to retrofit the facility.

CCES has entered an agreement with Champaign County to receive Champaign County ARPA funds in the amount of $650,000 to use for capital costs to establish a HHW collection facility in Champaign County.

Regarding other funds to be pursued for this project, I provide the following additional information about the CCES Funding Strategy to Establish and to Operate the HHW Collection Facility:
 In 2023, CCES expects to launch a broad-base community capital fundraising campaign to include both remaining up-front capital costs, plus the first three years of annual HHW collection facility operational costs.
 During 2023, CCES will request each local government to provide a fair-share proportionate amount of support for annual operating costs, based on relative population. The preliminary estimate of the annual operational cost of a HHW collection facility is based on best available information from the four HHW collection facilities that operate in northern Illinois. To obtain final cost estimates to operate a facility, CCES is in the process of issuing requests for qualifications for hazardous waste contractors to operate the facility part-time (e.g., twice monthly). To further finalize the estimated operational costs, CCES will develop an operational plan in 2023 that includes a facility manager job description for a HHW collection facility.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
CCES will use ARPA funds for up-front capital costs to establish a HHW Collection Facility in Champaign County.

CCES will hold a broad-based community capital fundraising campaign to secure other income to cover remaining up-front capital costs.

The CCES capital campaign also will include the objective to raise $750,000, which is the estimated amount of th initial three years of annual operational cost of the HHW collection facility @ $250,000 per year.

CCES will be responsible for seeking local siting approval, permit approval, administering and maintaining the HHW collection facility, which will be open part-time, and year-round.

CCES will request that local government agencies share operating costs for the established HHW collection facility. On an annual basis, each local government entity will be asked to provide a fair-share proportionate amount of support for the operating cost, based on the relative population of each local government jurisdiction.

CCES will enter into an agreement with the Illinois EPA to receive Illinois EPA annual appropriations of $275,000 for processing and transportation costs of collected HHW at the newly established HHW collection facility. That Illinois EPA support is expected to be available once the HHW facility is established, as soon as July 2024.

Additionally, CCES will seek to establish a separate building or portion of the HHW collection facility premises as a 'Program Collection Site' for the Champaign County Consumer Electronics Recycling Act (CERA) program, which is administered through the Illinois EPA. A 'Program Collection Site' can replace the current Residential Electronics Collection events held twice yearly at the Parkland College parking lot. CCES would like to establish a 'Program Collection Site' at this location to provide all Champaign County residents the convenience of a year-round type of option for recycling unwanted electronics, including televisions of all sizes and types.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?

The CCES long-term funding strategy for the successful operation of a household hazardous waste collection facility in Champaign County is dependent on receiving the funding support of local government entities, several of which currently contribute staff and financial support to hold an annual IEPA-sponsored one-day HHW collection event each year, weather permitting, at a centrally located parking lot usually located in Champaign.

During 2023 and 2024, CCES will seek a fair-share proportionate amount of annual operational support for the HHW collection facility from Champaign County, municipalities, and townships in Champaign County.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

CCES is an established nonprofit organization, with a 501(c)(3) tax exempt status to apply for and receive grants and contributions in support of CCES projects and programs. The CCES Board is in full support of the CCES Mission and Strategic Plan, including the Objective to 'Improve HHW collection options', as follows:
 Search for an existing vacant suitable structure
 Launch HHW collection facility capital campaign for up-front capital costs
 Seek HHW collection facility operational support
 Continue the HHW collection awareness initiative
The CCES Executive Director has previous experience:
 Managing and reporting on federal and state grants associated with completing three five-year updates of the Champaign County Multi-Jurisdictional Hazard Mitigation Plan.
 Managing and reporting on grants from the Lumpkin Family Foundation and the Illinois Sustainable Technology

Center to support development of the technical report “Improving Household Hazardous Waste Collection Optic East Central Illinois”, ISTC Reports TR063, June 2016, Monte, Susan; Bartels, Bart; Sreedhar, Deepika; Gopal, Jayanthi.
The CCES Executive Director has experience managing and reporting on grants received from the local agencies for CCES projects, as follows:
 Illinois American Water Environmental Grant, to support a CCES and Champaign County battery collection program at selected locations in Champaign County.
 Community Foundation of East Central Illinois, to support development of the October 2021 Final Report from Special Wastes Associates entitled “Feasibility Study for a Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties.”
 Lumpkin Family Foundation, Land, Health, Community, Fall 2021 Grant to support the CCES Commercial Food Scrap Compost Pilot, with the City of Urbana and Landscape Recycling Center.
 The Champaign County ARPA contribution for capital costs to establish a HHW collection facility in Champaign

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant’s anticipated outcome of the program?
CCES will gauge success of the CCES project to establish the HHW collection facility in Champaign County by meeting important project milestones, as follows:
 Obtain sufficient funding via contributions and the planned broad-based community capital campaign for up-front capital costs to establish a HHW collection facility prior to June 2024;
 Obtain sufficient funding via contributions to the broad-based community capital campaign for the first three years of operational cost of the HHW collection facility by June 2024;
 Locate, purchase/lease an existing facility suitable to serve as a HHW collection facility by November 2023;
 Obtain architectural and engineering plans to retrofit the facility by March 2024;
 Obtain local siting approval, permitting for the facility prior to the target date of November 2024; and
 Obtain agreements from local government agencies to provide a fair-share proportionate amount of annual operating costs for the established facility by October 2024.
 Seek US EPA and Illinois EPA grant support for CCES outreach and to provide awareness and education to citizens about HHW collection options and residential electronics collection options. CCES will use grant funds for outreach and awareness efforts targeted to the general population, with additional available resources targeted to minority and under-represented households in Champaign County and east central Illinois.

CCES will ensure accurate manifesting and quantifying of all HHW collected. CCES will continue outreach/education initiatives to raise the 'service area' household participation rate of using the HHW collection facility from 1% to the desired participation rates of 10% - 14%, as recommended in the October 2021 Final Feasibility Study: Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties.
CCES will endeavor to collect data to track participation of households located in Social Vulnerability Index areas.

C.10. Please describe any other COVID relief funding that your organization has received.
To date, CCES has entered into an agreement to receive ARPA funds from Champaign County in the amount of $650,000 to use toward up-front capital costs to establish a household hazardous waste collection facility in Champaign County.

D. Project Budget

Completed by smonte@ccenvstew.com on 11/16/2022 1:07 PM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Professional Services - Legal financial or other professional service costs	$300,000.00
Property Acquisition - Costs to acquire land and/or building	$650,000.00
	$950,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	35000
2023	800000
2024	115000
2025	
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?

Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by smonte@ccenvstew.com on 11/16/2022 2:48 PM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

Section E Optional Attachment_C1.pdf
Section E Optional Attachment_Eligibility of HHW Collection Facility_2021.pdf

Submit

Completed by smonte@ccenvstew.com on 11/16/2022 2:50 PM

Case Id: 30330
Name: CCES Request for ARPA Funds - Capital Costs to
Address: 1404 W. Washington St.

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Susan Monte
Electronically signed by smonte@ccenvstew.com on 11/16/2022 2:49 PM

Today's Date
11/16/2022

C.1. Supplemental Information

This supplemental item summarizes the selected local and regional information resources that justify how the proposed CCES project to establish a HHW collection facility in Champaign County will effectively address the Urbana ARPA Funding Goal "Invest in infrastructure to increase community health, safety, and future resilience."

A brief description and a URL for each of the reports cited in Application Item C.1. follows:

1	*Champaign County Solid Waste Management 2022 Update*, July 1, 2022 URL: https://unisyn-wp-.assets.s3.amazonaws.com/cces/2022/07/27113942/CCSWMP2022Update_070122-1.pdf This 2022 Update of the *Champaign County Solid Waste Management Plan,* adopted by the Champaign County Board on August 18, 2022, County Board Resolution No. 2022-151, calls for support to establish and operate a permanent HHW collection facility in Champaign County. Goals and Programs Recommendation NT-1 is to "Support convenient and consistent collection options for household hazardous waste and recycling of residents' electronics items." The NT-1 Strategy is to "Provide a fair-share portion of annual support for the operation of a fixed HHW collection facility in Champaign County, once such facility is established. Until a fixed facility is established, continue to provide a fair-share portion of support for an annual IEPA-sponsored One-Day HHW Collection."
2	*Feasibility Study: Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties, October 2021 Final*, Special Waste Associates URL: https://unisyn-wp-assets.s3.amazonaws.com/cces/2021/11/01071839/Final-Champaign-Feasibility-Study-October-2021.pdf. CCES commissioned the October 2021 Final Report from Special Wastes Associates entitled "*Feasibility Study for a Household Hazardous Waste Collection Fixed Facility Serving Champaign County and Nearby Counties*." This Study provides an update to the TR-063 report with a specific focus on development of a year-round fixed HHW collection facility built in the Champaign-Urbana area. This Study includes the rationale for development of such a facility as well as some notional concepts about possible facility design, suggestions for effective annual household service levels, and example building and operating costs. The intent is to provide useful planning information for local consideration of creating a regional HHW collection fixed facility.
3	*The Illinois Materials Management Advisory Committee Report to the General Assembly*, July 1, 2021 URL: https://www2.illinois.gov/epa/topics/waste-management/materials-management/Documents/MMAC_Report_Approved_7_1.pdf. This comprehensive review of waste and material management in the State of Illinois in 2020-2021 recognizes the need for additional HHW collection infrastructure, namely fixed HHW collection facilities, to be established in Illinois, especially in areas in mid-state and downstate Illinois. The report includes the IEPA intent to annually appropriate, beginning in 2024, the amount of $275,000 in processing and transportation costs to be provided to the next five HHW collection facilities to be established in Illinois in areas that are remote from existing HHW collection facilities. Champaign County is one such area.

4	*The Mahomet Aquifer Protection Task Force: Findings and Recommendations,* December 21, 2018. Authored by Task Force members Carol Ammons, Eric Ballenger, Teresa Barnett, Scott Bennett, Alec Davis, Deborah Frank-Feinen (chair), Keith Gleason, Donovan Griffith, Charles Hostetler, Lynn Karner, Chris Koos, Claudia Lennhoff, Diane Marlin, Alec Messina, Bill Mitchell, Julie Moore-Wolfe, Andrew Rehn, Jim Risley, George Roadcap, Chapin Rose, Charles Smith, Larry Stoner, Steve Turner, Todd Zalucha, and David Zimmerman with additional support from Rick Cobb, Illinois EPA; Randy Locke, Illinois State Geological Survey; and Walt Kelly, Illinois State Water Survey URL: https://www2.illinois.gov/epa/topics/community-relations/sites/mahomet-aquifer-task-force/Documents/MAHOMET%20AQUIFER%20PROTECTION%20TASK%20FORCE%20FINDINGS%20AND%20RECOMMENDATIONS%202018.12.21.pdf The Task Force identified and described threats and potential threats to the water quality of the Mahomet Aquifer. One of six threats identified is: household hazardous waste/pharmaceuticals and personal care products (threat of contamination).
5	*Improving Household Hazardous Waste Collection Options for East Central Illinois*, ISTC Reports TR063, June 2016, Monte, Susan; Bartels, Bart; Sreedhar, Deepika; Gopal, Jayanthi URL: https://hdl.handle.net/2142/90264 S Monte, Planner at the Champaign County Regional Planning Commission initially investigated the need for an improved household hazardous waste (HHW) collection facility infrastructure in the East Central Illinois region between 2013 and 2016. This technical study features information compiled as part of a study effort to develop a strategy to improve HHW collection options available to residents of a seven-county study area in East Central Illinois. The report includes an overview of HHW collection activity statewide and a detailed review of existing HHW collection options in the study area as of January 2013. The report summarizes federal and state regulations relevant to HHW collection, best management practices associated with HHW, and challenges associated with HHW collection in the study area.
6	*A Regional Water Supply Framework for Champaign County and East-Central Illinois*, Section 6, October 2016, Champaign County Regional Planning Commission URL: https://ccrpc.org/wp-content/uploads/2016/11/Regional-Water-Supply-Framework_2016_FINAL_1108.pdf This report was prepared by a Regional Water Supply Framework Advisory Panel facilitated by the Champaign County Regional Planning Commission. The scope of the report is primarily Champaign County. The report contains strategies to encourage regional cooperation in protecting the quality and quantity of surface water. Strategy 6.11 is to Develop effective programs to minimize water contamination by household hazardous waste (HHW) and pharmaceuticals and personal care products (PPCPs). The recommended action for Strategy 6.11: Publicize the risks of water contamination via HHW and PPCPs, distribute information on mitigation strategies, and develop effective programs to prevent HHW and PPCP contamination. Publicize ongoing research and the recommendations included in the "Local Government Toolkit: Improving HHW Collection Options in Illinois."

Acronyms

ARPA	American Rescue Plan Act
CCES	Champaign County Environmental Stewards
CSFRF/CLFRF	Coronavirus State and Local Fiscal Recovery Funds
CWSRF	Clean Water State Revolving Fund
CWA	Clean Water Act
HHW	Household Hazardous Waste
IEPA	Illinois Environmental Protection Agency
NPDES	National Pollutant Discharge Elimination System
NPS	Nonpoint Source

***

ARPA-Eligible Project Costs

ARPA-eligible project costs associated with establishing a regional HHW collection facility in Champaign County include project capital campaign costs, project planning costs, site acquisition, permitting, construction, and capital costs.

Costs Not Eligible for ARPA Funding

Operational Costs

Estimated annual operational cost of a part-time regional HHW collection facility established in Champaign County is approximately $175,000. CCES will seek to cover annual HHW collection facility operational cost by establishing inter-agency or intergovernmental agreements between county, municipal, and township government entities.

Processing and Transportation Costs

IEPA has indicated its intent to allocate sufficient funds (approximately $275,000 annually) to each of five HHW collection facilities to be established in eligible areas located more than 40 miles from an existing HHW collection facility in Illinois. Champaign County or a designated agent of Champaign County would enter into an agreement with IEPA to allow sufficient financial support of all transportation and processing costs associated with HHW collection at the facility.

ARPA Eligible Project: Regional HHW Collection Facility located in Champaign County

A proposed regional HHW collection facility located in Champaign County is a project eligible for ARPA funding support based on the Coronavirus State and Local Fiscal Recovery Funds (CSFRF/CLFRF) Treasury's Interim Final Rule, and guidance.[1]

As per the Clean Water State Revolving Fund (CWSRF), categories of eligible projects include "**nonpoint source pollution management**."[2] A public, private, or nonprofit entity may be eligible to receive CWSRF assistance to implement a state nonpoint source pollution management program, established under CVWA section 319.

If improperly handled, stored, or disposed of, HHW is considered nonpoint source pollution. To prevent contamination of runoff or ground water, HHW (e.g., everyday household chemicals, automotive substances, household cleaners, fertilizers, pesticides, and home improvement materials) must be carefully managed. Not providing safe and convenient collection options for disposal of HHW is potentially harmful to residents, their homes, public works systems/employees, waste hauler employees, and the environment. In 2018, the Mahomet Aquifer Protection Task Force Report included this recommendation:

> "…local action to reduce the threat to the quality of the aquifer by improper management of HHW should be a priority action for communities, companies, and individuals relying on the Mahomet sole-source aquifer resource. Increasing the access to HHW education, collection and proper management through the creation and operation of a convenient year-round HHW collection fixed facility is an action that would enhance the protection of the Mahomet sole-source aquifer."

Clean Water State Revolving Fund (CWSRF) Eligibility of the Proposed HHW Collection Facility Project

Section 603(c) of the Clean Water Act (CWA) details eligibility criteria for projects to receive CWSRF grant funding. Under CWSRF Section 603(c)(2), as a publicly or privately owned project to implement a nonpoint source (NPS) management program established under Section 319 of the CWA. Eligibility criteria for Section 319 projects are:

a) Projects must support the implementation of a current EPA-approved state NPS management program plan or nine-element watershed-based plan. ***Criterion met*** *(refer to Sections 2.88-2.89 of the Illinois' Nonpoint Source Management Program, September 2013).*

b) Projects can be publicly or privately owned. ***Allows for CCES ownership as an option.***

c) Section 603(c)(2) funding is for the control of NPS pollution; only projects that do not directly implement a final National Pollutant Discharge Elimination System (NPDES) permit are eligible. ***Criterion met*** *(see inset of Excerpt: Urban BMPs – Supplemental Guidance for Funding Eligibility on next page.)*

The IEPA document "Urban BMPs – Supplemental Guidance for Funding Eligibility to Review U.S. EPA's Supplemental Guidance 2007-2009 – Watershed In and Near Metropolitan Areas – Preventing, Reducing, and/or Eliminating Impacts Associated with Urban Runoff" includes questions for evaluating eligibility of potential Section 319 nonpoint source projects in Phase II MS4 areas, such as exists in Champaign County.[4] The inset that follows is an excerpt of specific guidance form this IEPA document.

Excerpt: Urban BMPs – Supplemental Guidance for Funding Eligibility

Pollution Prevention/Good Housekeeping - Under the MS4 permit communities need to develop and implement activities designed to prevent or reduce pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques (e.g., regular street sweeping, reduction in the use of pesticides or street salt, frequent catch-basin cleaning). An example of an activity that could be 319-eligible and which would promote the watershed approach would be a community working with local watershed groups to convert turf areas in parks, particularly parks adjacent to water resources, to native prairie plants (the prairie plants will absorb more storm water and trap more pollutants, as compared to turf grass, and will help reduce the presence of gulls or geese which contribute to bacteria loadings to water resources).

There are likely to be situations where a project or activity is somehow related to a minimum control measure, but it is not clear if that activity is required or not. For example, if a community wishes to develop a program to have pet stores and shelters distribute information and materials to improve pick-up of pet wastes, would that be an eligible cost? It is recommended that States examine such projects/activities which are proposed for funding as follows:

1. Is there language in the applicable NPDES permit that specifically requires the project/activity?

2. Does the MS4 storm water management plan (or a SWPPP) specifically identify the project/activity as a measure that will be carried out to comply with the permit?

3. Is the project/activity clearly required to meet one of the six minimum measures?

4. Is the project/activity required to achieve load reductions specified in a TMDL?

If the answer to all these questions is no, and if the project/activity addresses the pollutants of concern identified in the Watershed Management Plan, the project/activity is potentially eligible for Section 319 funding.

Types of control measures and BMPs that have been or are being implemented within Phase I or Phase II jurisdictions with Section 319 funds (because they have been documented to be outside what is required under the applicable MS4 permit) include:

- Riparian management, streambank rehabilitation, and in-stream measures to eliminate/reduce
- channel instability;
- Wetland creation, restoration and/or enhancement for water quality purposes;
- Source area management/pollution prevention, such as critical area seeding of non-construction areas;
- New technologies and approaches, such as green roofs;
- Information and education related to new approaches and technology;
- Conveyance system inlet BMPs, such as sand filters;
- Alternative road and parking pavements;
- Converting/adjusting water quantity structures/devices to incorporate water quality benefits;
- BMPs such as rain gardens and rain barrels in residential and governmental projects.

Notes:

1. 31 CFR 35.6-8 Eligible Uses, part (e), "To make necessary investments in infrastructure. A recipient may use funds to make investments in: (1) Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments. Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 IU.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)."
2. Question 6.1, CSLFRF Frequently Asked Questions, as of July 19, 2021.
3. The Mahomet Aquifer Protection Task Force: Findings and Recommendations report identified HHW, including pharmaceuticals and personal care products, as one of six types of potential contamination threats to the water quality of the Mahomet Aquifer. https://www2.illinois.gov/epa/topics/community-relations/sites/mahomet-aquifer-task-force/Documents/MAHOMET%20AQUIFER%20PROTECTION%20TASK%20FORCE%20FINDINGS%20AND%20RECOMMENDATIONS%202018.12.21.pdf.
4. Supplemental Guidance 2007-2009, Watersheds In and Near Metropolitan Areas – Preventing, Reducing, and/or Eliminating Impacts Associated with Urban Runoff, assessed 8/11/2021, https://www2.illinois.gov/epa/topics/water-quality/watershed-management/nonpoint-sources/Documents/Urban-BMPs-Supplemental-Guidance.pdf#search=Supplemental%20Guidance%202007%2D2009



TOXIC

FLAMMABLE

EXPLOSIVE

CORROSIVE

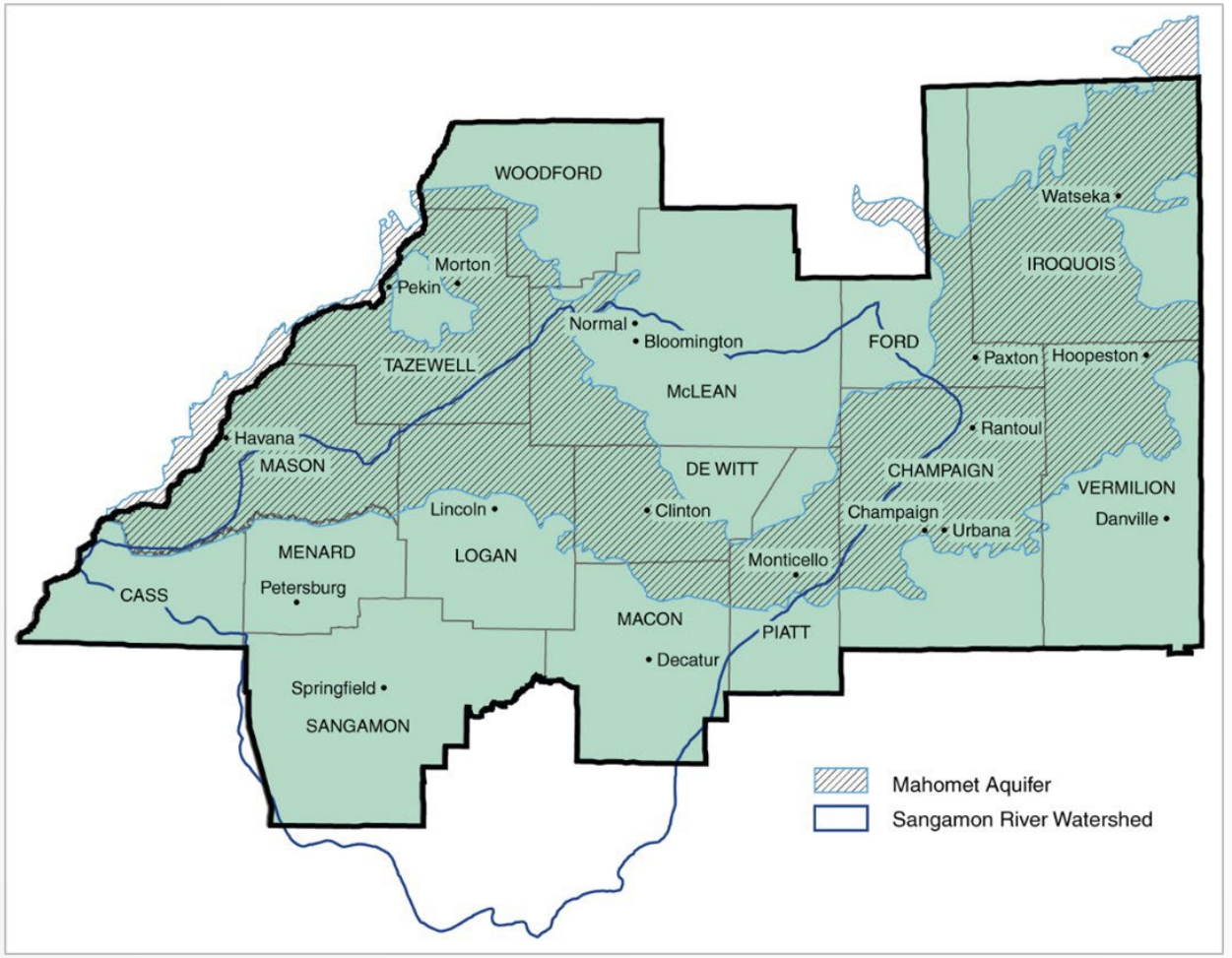
A safe and effective HHW collection program at a convenient facility can decrease the risks of:

- ✓ Accidental poisonings, or other medical problems from hazardous chemical exposure in the home,
- ✓ HHW-initiated or accelerated house fires,
- ✓ Firefighters' exposure to hazardous chemicals and highly toxic smoke while responding to house fires,
- ✓ Solid waste workers exposure to improperly disposed chemicals,
- ✓ Damage to solid waste infrastructure (trucks, recycling facilities, landfill liners, etc.),
- ✓ Wastewater treatment plant upsets,
- ✓ Upset and damage to residential septic systems, and
- ✓ Groundwater and surface water contamination from HHW dumping.

Reducing the Contamination Threat to the Mahomet Aquifer

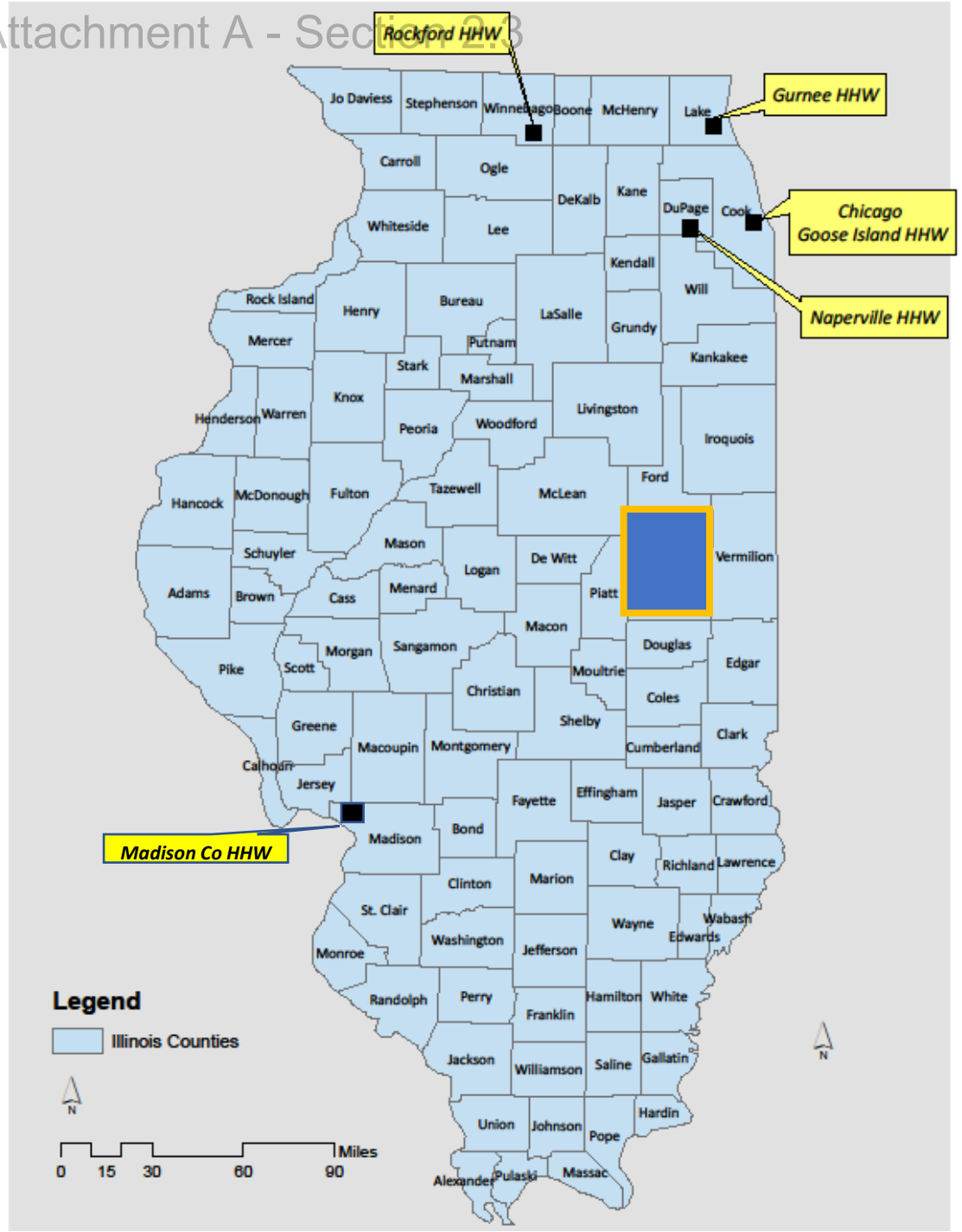
- Hazardous chemical materials placed or dumped on ground in a recharge area can potentially contaminate the aquifer.
- The Mahomet Aquifer Protection Task Force 2018 Report identified **inadequate or improper HHW management** as one of six contamination threats to the water quality of the Mahomet Aquifer.

Improving HHW collection in the region is an investment in maintaining the quality of the Mahomet Aquifer.



A Safe and Convenient Household Hazardous Waste Collection Facility

Serving Champaign County and nearby Central Illinois Residents



CCES Timeline: Establish a HHW Collection Facility in Champaign County

During 2023, CCES will ….

- ❑ Expend ARPA funds for up-front capital costs to establish a HHW Collection Facility in Champaign County.
- ❑ Conduct a broad-based community capital fundraising campaign to secure other income to cover remaining up- front capital costs, plus the initial three years of annual operational cost.
- ❑ Seek local siting approval, permit approval, administering and maintaining the HHW collection facility.
- ❑ Request local government agencies share operating costs for the established HHW collection facility.

In 2024, CCES will …

- ❑ Leverage the Illinois EPA annual appropriations of $275,000 for processing and transportation costs of collected HHW at the newly established HHW collection facility.

In 2025, or sooner, CCES will ….

- ❑ Seek to include a 'Program Collection Site' to serve all Champaign County residents to be located at the HHW collection facility premises, as a further cost-savings to County and municipalities that presently support the twice-yearly Residential Electronics Collection events.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Establish a Household Hazardous Waste Collection Facility* by Champaign County Environmental Stewards was allocated $175,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $175,000 in ARPA SLFRF funds, for the purpose of *Establish a Household Hazardous Waste Collection Facility*, performed by Champaign County Environmental Stewards, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR BRIDGE TO HOME: FILLING GAPS IN LOCAL HOMELESS AND HOUSING SERVICES BETWEEN THE CITY OF URBANA AND CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE

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

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Cunningham Township Supervisor's Office is a municipal body in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing homeless and housing services.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that reducing housing costs for those that need it most. are important. The purpose of this Agreement is for the City to provide ARPA Funds

to Cunningham Township Supervisor's Office for Bridge to Home: Filling Gaps in Local Homeless and Housing Services.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $658,838 to Cunningham Township Supervisor's Office for Bridge to Home: Filling Gaps in Local Homeless and Housing Services.

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

A. Cunningham Township Supervisor's Office shall conduct activities for Bridge to Home: Filling Gaps in Local Homeless and Housing Services, as detailed in Attachment A.

B. The project must occur between April 1, 2023 and December 31, 2026.

C. The maximum amount of assistance from this Agreement shall be $658,838.

D. Cunningham Township Supervisor's Office must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Cunningham Township Supervisor's Office in an amount up to $658,838 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Cunningham Township Supervisor's Office on a quarterly reimbursement basis, based on invoice(s) for costs associated with personnel, facilities, construction, and direct financial assistance. A Risk Assessment Form, copy of the invoicing and documentation for costs associated with personnel, facilities, construction, and direct financial assistance, and Reporting Form shall be submitted by Cunningham Township Supervisor's Office to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Cunningham Township Supervisor's Office shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Cunningham Township Supervisor's Office to the City for each additional payment, with a maximum total amount of $658,838. The City shall provide the Risk Assessment Form and Reporting Form templates to Cunningham Township Supervisor's Office.

F. Cunningham Township Supervisor's Office shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Cunningham Township Supervisor's Office: Cunningham Township Supervisor's Office agrees to adhere to funding requirements and provide information needed that include the following:

A. Cunningham Township Supervisor's Office shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Cunningham Township Supervisor's Office shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Cunningham Township Supervisor's Office shall complete Bridge to Home: Filling Gaps in Local Homeless and Housing Services with ARPA Funds in accordance with Section 3.

D. Cunningham Township Supervisor's Office shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project

E. Cunningham Township Supervisor's Office shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Cunningham Township Supervisor's Office. Cunningham Township Supervisor's Office shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Cunningham Township Supervisor's Office understands that

Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Cunningham Township Supervisor's Office shall comply with all applicable statutes, ordinances, and regulations. Cunningham Township Supervisor's Office shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Cunningham Township Supervisor's Office shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Cunningham Township Supervisor's Office in an amount up to $658,838 in support of this assistance. The transferred funds shall be provided to Cunningham Township Supervisor's Office in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Bridge to Home: Filling Gaps in Local Homeless and Housing Services, and Reporting Form shall be submitted by Cunningham Township Supervisor's Office to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Cunningham Township Supervisor's Office. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Cunningham Township Supervisor's Office unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Cunningham Township Supervisor's Office shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Cunningham Township Supervisor's Office does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Cunningham Township Supervisor's Office shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Cunningham Township Supervisor's Office. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The Cunningham Township Supervisor's Office (CTSO) is seeking partial support for a multi-year project to build infrastructure for its nascent program: Bridge to Home. Bridge to Home meets the council goal of reducing housing costs for those that need it most by providing a continuum of housing and services for local residents experiencing homelessness and housing insecurity so they may access and maintain permanent housing.

Bridge to Home threads together Street and School Outreach, Emergency Housing, Rapid Rehousing/Rental assistance, while providing Supportive Case Management throughout from literal homelessness to stabilization in permanent housing.

Key Objectives and Measurable Outcomes

- Number of individuals served through Emergency Housing
    - Percent of Emergency Housing participants who move into more stable housing situation at the end of the program term.
- Number of individuals served through Homeless Prevention Through Rental Assistance
    - Percent of participants who remain in housing one year after support.

The following elements of Bridget to Home are not funded by Urbana ARPA funds. However, in order to understand the role of the City's funds within the overall program, the City requests the inclusion in the quarterly ARPA reports of any of the following data that is freely accessible to CTSO staff and does not present a significant additional reporting burden. This shall be in the form of the monthly Supervisor's memo which contains this information.

- Number of individuals served through Street Outreach
- Number of households and number of children served through School Outreach
- Number of individuals and households served through Rapid Rehousing
    - Percent of households who complete the program who move into independent housing and remain in housing one year after support.
- Number of households served through Homeless Prevention Through Rental Assistance
    - Percent of participants who remain in housing one year after support.
- Number of households served through Housing Navigation and Supportive Services
    - Percent of voucher holders who participate in Housing Navigation services and locate and move into housing.
    - Percent of the Supportive Services Program participants who remain in housing one year from program start.

Project Start Date: 4/1/2023 **Project Completion Date:** 12/31/2026

ARPA Funding

$658,838

Attachment A
Scope of Services

Changes from submitted application, and project specific conditions, if any
The award provided is approximately 55% of the amount requested in the application. This difference from the application will be accounted for by narrowing scope in the following ways:

Grant expenditures are narrowed to support Emergency Housing and Rental Assistance components of Bridge to Home. Funds are planned to be augmented by HOME ARP, CTSO, and State of Illinois ESG funds.

For feasibility, as an alternative to the initial project allocation ($300,000 for direct assistance, and $268,838 for facility improvement costs), ARPA Funds will be spend on:

1. PERSONNEL - $210,131
    a. Personnel costs for rental assistance application processing.
    b. Personnel costs for emergency housing case management.

2. FACILITIES - $148,707
    a. Renovations to 206 and 208 E. California (i.e. vinyl flooring, security systems, digital locks, energy efficiency appliances and improvements)
    b. Utility costs for emergency housing provision
    c. Accessibility renovations to serve homeless residents

3. DIRECT FINANCIAL ASSISTANCE - $300,000
Rental Assistance with a focus on McKinney Vento homelessness households needing short term rental subsidies to access stable, permanent housing.

CTSO has extended the project deadline to December 31, 2026 largely based on updated projections on the length of the post-COVID housing and inflation crisis.

For ARPA funded personnel, CTSO has developed the Personnel Plan below.

- Number of individual positions to be employed with ARPA Funds: 3
- Expected duration of positions: Permanent
- Position titles and expected duties
    - Case Manager – 1 FTE - Support participants in the Emergency Housing for Families Program
    - Case Manager – 1 FTE position, .5 FTE ARPA-funded work- Screen family referrals for emergency housing, process family rental assistance cases, support immediate family needs (food, clothing, school supplies, domestic violence/rape crisis/mental health referrals)

Attachment A
Scope of Services

- Program Assistant - 1 FTE position, .5 FTE ARPA-funded work - Process rental assistance cases, support program accounting and reporting.

- Long-term plan for positions – Maintain and utilize alternative funding source

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2021 Q3	$6,496.46 Facilities	$6,496.46 Facilities			
2021 Q4	$21,483.02 Facilities	21,483.02 Facilities			
2022 Q1	$18,088.46 Facilities	$18,088.46 Facilities			
2022 Q2	$28,489.82 Facilities	$28,489.82 Facilities			
2022 Q3	$12,272.68 Facilities	$12,272.68 Facilities			
2022 Q4	$18,992.2 Facilities	$18,992.2 Facilities			
2023 Q1	$7,491.43 Facilities	$7,491.43 Facilities			
2023 Q2 (April, May, June)	$83,000 Facilities, Direct Assistance, Personnel	$26,392.93 Facilities, Direct Assistance	$139,707	Reimbursement	$139,707
2023 Q3	$83,000 Facilities, Direct Assistance, Personnel	$24,000 Direct Assistance	24,000	Reimbursement	$163,707
2023 Q4	$83,000 Facilities, Direct Assistance, Personnel	$23,000 Direct Assistance	23,000	Reimbursement	$186,707
2024 Q1	$83,000 Facilities, Direct Assistance, Personnel	$23,000 Direct Assistance	23,000	Reimbursement	$209,707
2024 Q2	$83,000 Facilities, Direct Assistance, Personnel	$23,000 Direct Assistance	23,000	Reimbursement	$232,707
2024 Q3	$86,200 Facilities, Direct Assistance, Personnel	$53,700 Facilities, Direct Assistance, Personnel	53,700	Reimbursement	$286,407

Attachment A
Scope of Services

2024 Q4	$83,000 Facilities, Direct Assistance, Personnel	$50,500 Facilities, Direct Assistance, Personnel	50,500	Reimbursement	$336,907
2025 Q1	$83,000 Facilities, Direct Assistance, Personnel	$50,500 Facilities, Direct Assistance, Personnel	50,500	Reimbursement	$387,407
2025 Q2	$111,800 Facilities, Direct Assistance, Personnel	$79,300 Facilities, Direct Assistance, Personnel	79,300	Reimbursement	$466,707
2025 Q3	$83,825 Facilities, Direct Assistance, Personnel	$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	$518,032
2025 Q4	$83,825 Facilities, Direct Assistance, Personnel	$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	$569,357
2026 Q1	$83,825 Facilities, Direct Assistance, Personnel	$51,325 Facilities, Direct Assistance, Personnel	51,325	Reimbursement	$620,682
2026 Q2	$83,825 Facilities, Direct Assistance, Personnel	$38,156 Facilities, Direct Assistance, Personnel	38,156	Reimbursement	$658,838
2026 Q3	$70,825 Facilities, Direct Assistance, Personnel	0	0		
2026 Q4	$70,825 Facilities, Direct Assistance, Personnel	0	0		

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #4 [Link] and slides, attached hereto**

Bridge to Home: Filling Gaps in Local Homeless & Housing Services

Cunningham Township
Danielle Chynoweth, Supervisor
205 WEST GREEN ST • URBANA, IL 61801
(217) 384-4144 • FAX: (217) 367-7063
WWW.CUNNINGHAMTOWNSHIP.ORG

Urbana ARPA request: $1,199,452

Bridge to Home is the result of 5 years of work by CTSO to identify and fill gaps in local homelessness services. It meets the council goal of "reducing housing costs for those that need it most" by providing a continuum of housing and services for local residents experiencing homelessness and housing insecurity so they may access and maintain permanent housing.

Funds for expansion leverage 7 different funding sources and 13 partnerships to ensure CTSO can build capacity and sustain Bridge to Home long haul – saving lives and building strong, healthy families.
(See Letters of Support or MOUs from USD 116, Housing Authority of Champaign County, City of Urbana, CU Public Health District, City of Champaign Township, CU at Home, Crisis Nursery, and others).

When fully funded, Bridge to Home will be provide a this continuum of successful services:

1. **Street Outreach** - to build trust with those who are still street homeless, after the opening of a 24/7 congregate shelter, and help them move to safety.
2. **School Outreach** - to ensure this program funded with COVID dollars can continue to provide a safety net for families, preventing homelessness as well as responding to it.
3. **Emergency Housing** - 12 units for literally homeless families and residents with disabilities and risk factors in congregate shelter, such as LGTBQ+ residents.
4. **Transitional Housing** - 12 units to support participants who need more time to achieve permanent stable housing – especially young parents, families with a disabled or medically fragile parent, parents re-entering from jail/prison, and immigrants.
5. **Rapid Rehousing/Rental Assistance** - providing 1-12 months of rental assistance to those who are homeless or at risk of homelessness, including expanded support for families who are unstably housed to move into independent housing.
6. **Housing Navigation & Supportive Services** - to support residents from homelessness through emergency housing and, for those needing additional support (often due to trauma or disability) services to remain successfully housed.

Budget: This grant request is focused on the following. That said, we are open to working with funders on the areas that best meet their goals and funding criteria.

1. **Facilities Improvements/Costs** - $280,874 for safety, accessibility and energy efficiency improvements.
2. **Personnel** - $528,578 to support program expansion – we will sustain these after 4 years.
3. **Direct Financial Assistance** - $390,000 in Rental Assistance to respond to COVID dislocations as well as support McKinney Vento homeless families with income to move into independent housing.
   NOTE: Funding from ARPA $ is important as HHI funds may not be used for short term rental assistance.

A. Organization Information

Completed by supervisor@cunninghamtownship.org on 11/16/2022 9:01 AM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

A. Organization Information

Please provide the following information.

A.1. Organization Name
Cunningham Township Supervisor's Office

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Danielle

Last Name
Chynoweth

A.4. Mailing Address
Cunningham Township Supervisor's Office 205 W Green Street Urbana, IL 61801

A.5. Phone Number
(217) 384-4144

A.6. Email Address
danielle@cunninghamtownship.org

B. Project Details

Completed by supervisor@cunninghamtownship.org on 11/16/2022 6:17 PM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

B. Project Details

Please provide the following information.

B.1. Project Name
Bridge to Home: Filling Gaps in Local Homeless and Housing Services

B.2. Requested Funding Amount
$1,199,452.00

B.3. Project Start Date
04/01/2021

B.4. Project Completion Date
12/31/2025

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The Cunningham Township Supervisor's Office (CTSO) is seeking partial support for a multi-year project to build infrastructure for its nascent program: Bridge to Home. Bridge to Home meets the council goal of reducing housing costs for those that need it most by providing a continuum of housing and services for local residents experiencing homelessness and housing insecurity so they may access and maintain permanent housing.

Bridge to Home threads together Street and School Outreach, Emergency and Transitional Housing, Rapid Rehousing/Rental assistance, while providing Supportive Case Management throughout from literal homelessness to stabilization in permanent housing.

Funds for this program leverage 7 different funding sources and 13 partnerships to ensure CTSO's Bridge to Home Program can build capacity to sustainably and successfully fill local gaps in homeless services, and save lives.

To successfully operate Bridge to Home long term, CTSO needs to assemble these 9 capacity pieces.
1. 24 units of Housing
- 12 Emergency Housing units (we have 8)
- 12 Transitional Housing units
2. Facilities improvements focused on accessibility and energy efficiency.
3. Office space increase to support staff growth.
4. Property Management funds
5. 8.5 FTE Bridge to Home staff (We have 5.5)
6. Transitional Housing Program
7. Housing Navigation and Supportive Services Program to serve residents from homelessness to 3-12 months in permanent housing.
8. Enhanced Homeless Prevention through Rental Assistance Program to rapidly rehouse McKinney Vento Homeless households.
9. Outreach vehicle

CTSO is pursuing a number of opportunities and partnerships and requesting funds through a variety of sources with a myriad of constraints. The proposed budget focuses Urbana ARPA funding on Emergency & Transitional Housing and Enhanced Homeless Prevention, but partners are encouraged to invest in the parts that best fit their goals. (See ATT N. Budget Summary)

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
2.16 Long-term Housing Security: Services for Unhoused Persons

B.8. How does this project address needs that are not already met by existing local services?
One of the key roles of Township government is to identify and fill local service gaps. To review details on the local gaps in homeless services and 5 years of work to fill them see ATT J. Gap Presentation & ATT. K. TIMELINE.

1. Despite the addition of year round low barrier shelter, key homeless populations still lack the support to move into permanent housing, namely:
- Individuals unable to stay in congregate shelter due to a disability;
- Families with children, especially those with a disabled head of household or seeking refugee or other immigration status;
- LGBTQ+ residents who are at high risk of violence in the shelter system.

3. Family Homelessness is Rising
There is are a record high number of families experiencing literal homelessness -- 19 reported at the October 17th meeting of Family Shelter Providers, where Crisis Nursery also reported being full most nights. (See ATT A. Supervisor's Memo)

2. Gaps in Rental Assistance (RA)
A big part of family homelessness is gaps in RA. From FY19-21 RA payments remained stable ($67,332, $68,458, and

$64,353 respectively). In FY22 RA payments ballooned to $217,126 even with significant RA from the State. So fa
FY23 we have spent $86,195 (69% of budget). Our RA partners have experienced similar demands. Of particular concern is the large # of households applying for RA with new jobs, who cannot pay down their portion, or cannot find housing in this tight market. Of the 331 RA applications CTSO received since May 16, 2022, only 24% made it past pre-screening and 57% expired, often waiting for tenants to make payment or find housing.

Our Urbana ARPA request for Bridge to Home fills these key gaps by enhancing Homeless Prevention Through Rental Assistance, providing 1-4 months rent to families who can sustain rent, and by providing non-congregate Emergency and Transitional Housing for families, individuals with disabilities, and those with risk factors staying in shelter.

C. Project Information

Completed by supervisor@cunninghamtownship.org on 11/16/2022 6:22 PM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
It its third year of capacity building, Bridge to Home has already established a track record of success as evidenced by:

METRICS
1. Street Outreach
70 street homeless individuals have been served since start 9/1/21 (13 mos.)

2. Emergency Housing for Individuals
35 adults served since start 9/1/21 with a 86% success rate of moving to more stable housing.

3. School Outreach
48 families with 126 total children have been served since the program start date of 4/21/22 (~6 mos.)

4. Emergency Housing for Families:
57 households, which include 64 adults and 101 children have been housed since program start in 7/1/20. 90.4% have moved to more stable housing, including 38.5% into subsidized housing.

5. Rapid Rehousing
8 households served: 5 achieved independent housing, 3 had unplanned exits, including one who moved to care for a sick family member.

6. Housing Navigation
CTSO has helped 438 participants representing 265 households apply to subsidized housing since 7/1/22. 122 of these households have moved into subsidized housing – more than one per week!

STORIES
One family, a mother and teenaged child, were referred by UHS staff to CTSO. They were staying in a garage of a house where the tenants were being evicted -- using a bucket as a bathroom, with no way to prepare food. This family entered Bridge to Home Emergency Housing and within two months moved out into their own home with a housing voucher and Housewarming Gift to buy furnishings.

We worked with a resident who had been homeless for 7 years, suffered from alcohol addiction, and had chronic untreated health conditions. Our Street Outreach staff helped him access medical support and in-patient substance abuse treatment. He then moved to CTSO's hotel shelter where his case worker supported him attending daily AA meetings and helped him locate housing and apply for a voucher. He moved into his own apartment, remains sober and reconnected with his children.

Please see ATT M. Bridge to Home Overview.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.

Bridge to Home serves local residents "disproportionately impacted" by the pandemic serving residents who are:

1. HOMELESS

a) Bridge to Home Street Outreach, Emergency Housing, and Rapid Rehousing supports residents experiencing homelessness via HUD's definition: Literally Homeless, Fleeing/Attempting to Flee Domestic Violence.

b) Bridge to Home School Outreach and Move-in Rental Assistance also supports residents who lack a fixed, regular, and adequate nighttime residence or Imminent Risk of Homelessness within 14 days or less. (HUD + McKinney Vento Definition of Homelessness)

2. QUALIFY FOR FEDERAL PROGRAMS

Receiving or eligible for TANF, SNAP, SSI, LIHEAP, Medicaid, WIC, etc.

3. LOW INCOME

Participating households typically have extremely low incomes (below 30% AMI) or very low incomes (50% AMI). Program funds will be used exclusively for residents below 65% AMI as required. For example, CTSO's limit for Rental Assistance is 200% of poverty level ($27,180 for 1 person households, $36,620 for 2 people, $46,060 for 3 people, $55,500 for 4 people, $64,940 for 5 people). 65% of AMI in Champaign County is $39,325 for 1 person households, $44,980 for 2, $50,570 for 3, $56,160 for 4, $60,710 for 5, etc)

Bridge to Home goes beyond initial triage with emergency services. The program goal is to support long-term housing security for all its participants. Infrastructure investments are aimed at providing supports towards permanent, independent housing. To achieve this goal, Bridge to Home meets residents where they are at – street homeless, in school, facing eviction – and, with funding, will provide a continuum of services to accompany and support residents as much as one year into permanent housing to ensure their success.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.

The Cunningham Township has received:

1. Emergency Solutions Grant (ESF) funds from the State of Illinois for fiscal years 2021 and 2022 through the City of Urbana which has played a fiscal sponsor role in this funding.

2. Rental Assistance (2021) and Hotel funding (2022) from Champaign Urbana Public Health District.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).

The program budget presented here focuses on 5 areas where Bridge to Home costs appear to best align with City

Goals and and ARPA constraints. That said, CTSO is open to shifting its request as needed and can provide a bud with all funder inputs and expenses as requested.

1. PERSONNEL
CTSO requests $528,578 or 3 years of funding towards 3 FTE: .5 FTE Case Manager for Emergency Housing for Individuals, 1 FTE CM for Transitional Housing, 1 FTE CM for Homeless Prevention through Rental Assistance, .5 FTE Program Assistant to support HMIS management, CIH intakes, RA processing and grant reporting. Some of this supports ESG match requirements. Cost is based on current pay and benefits.

2. RENT/UTILITIES
CTSO requests $18,236 towards emergency housing utilities in 2021 and 2022. Cost is actual.

3. SUPPLIES
CTSO requests $1800 for two laptops and software for new mobile staff. Cost based on recent purchases.

4. CONSTUCTION COSTS
CTSO requests $78,838 for actual renovations made to 206 and 208 E. California for security and cost reduction -- vinyl flooring, security systems, digital locks, high efficiency replacement of 20yr+ HVAC (making use of Ameren incentives), insulation based on energy audit. ARPA SLFRF funds can be used to cover costs incurred starting on March 3, 2021. Costs requested include expenditures in renovations and utilities starting in April, 2021. CTSO approached city leadership for support and was directed to apply for ARPA. See ATT C. Renovation Utility Costs

CTSO requests $150,000 to cover renovations to future Transitional Housing units.

CTSO requests $32,000 to renovate 8 units to be fully accessible at $4,000 per unit. See ATT B. Accessibility Costs.

5. DIRECT FINANCIAL ASSISTANCE
CTSO requests $390,000 to support Move in Rental Assistance to prevent homelessness households needing 1-4 months of rent to be stable in market rate apartments. 100/yr X $1500 each ave. for 2.5 yrs. NOTE: HHI may NOT be used for short term rental assistance.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
Yes. Bridge to Home: Emergency and Transitional Housing to Fill Local Gaps is a multi-year project to build capacity in local infrastructure to eliminate homelessness pulling from a number of sources.

One time Capacity Building funds and support are sought from:
1. City of Urbana ARPA (applied)
2. Champaign County ARPA (drafted)
3. Housing and Homeless Innovations Consolidated Application (HHI) (drafted)
4. Cunningham Township Reserves (primarily for office expansion)

In addition, these sources may be prospected
1. State of Illinois DCEO funds (initial conversation with House and Senate reps)
2. Housing Authority of Champaign County (initial conversation with leadership)
3. Community Foundation of East Central Illinois (due Sept 2023)

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted
CTSO has developed a plan to fund ongoing operations sustainably. Key to ongoing operations of Bridge to Home is the restoration and increase in township's tax levy which passed overwhelmingly in November of 2020, adding about $600,000 annually to its assistance budget. Also key is our development of annual grant funds primarily from state and federal sources.

CTSO has developed a grants management team and secured ESG (Emergency Solutions Grant) funding from the State of Illinois (passed through the City of Urbana) for the past three years, and intends to seek renewal grants. ESG funding amounts depend on recommendations from the Continuum of Service Providers to the Homeless. CTSO's grant in the current fiscal year is $103,000. ESG grants have a 100% match requirements which may be supported by ARPA and other grant funds listed below.

Sources of ongoing Bridge to Home operational funds are:
1. Cunningham Township Tax Levy (increased secured)
2. Illinois DHS Emergency Solutions Grants (secured, will seek renewal)
3. Urbana School District 116 ISBE funds (secured, will seek renewal)
4. Champaign Urbana Public Health (secured)
5. Cunningham Township Angel Donor Funds (secured)

Additional funds may be sought from:
1. HUD funds to the Continuum of Service Providers to the Homeless (due Aug 2023)
2. Champaign County Housing Authority
3. Illinois Criminal Justice Information Authority (ICJIA) R3 funds

Some requests are for one-time or short term expenses and do not require the same level of ongoing funding, namely:
- CTSO expects demands for its Homeless Prevention through Rental Assistance program to decrease in late 2024 and 2025 as stability is reestablished after the COVID-18 pandemic, Illinois' minimum wage increases, cash bail is ended, and our community invests in workforce development. CTSO expects to cover costs entirely through its tax levy starting in 2026.
- Renovation and accessibility costs represent early, mostly one-time investments.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
CTSO's Bridge to Home engages the following 13 partners.

1. Urbana School District - provides referrals, office space at the schools, and funding. CTSO provides a Housing Case Manager in the schools (ATT G. USD 116 MOU & G. LOS USD 116)
2. Champaign County Housing Authority - provides Emergency Housing vouchers via referrals from CSPH. CTSO provides supportive case management for residents at Pinewood. (ATT G. LOS HACC)
3. Champaign Urbana Public Health District - provides funding for family shelter (ATT G. CUPHD MOU & G. LOS CUPHD)
4. Crisis Nursery - provides referrals, crisis child care, and support applying for child care. (ATT G. MOU CN)
5. Champaign County Health Care Consumers - provides Medicaid, TANF, SNAP navigation via a contract with CTSO (ATT G. CCHCC MOU)
6. Channing Murray Foundation - provides Bucket Brigade food delivery to hotel and emergency housing participants (ATT G. CMF MOU)

7. City of Urbana - provided fiscal sponsorship for ESG funding for Bridge to Home from 2020-2022 (ATT E. ESG Sponsorship)
8. Continuum of Service Providers to the Homeless - provides a convening and coordinating body, funding recommendations, and referrals for services. (ATT G. CSPH Exec)
9. CU at Home - provides space for CTSO Outreach staff to connect with participants, homeless certifications, and support accessing IDs. (ATT G. LOS CU at Home)
10. Illinois DHS - Emergency Solutions Grant provider (ATT E. ESG Award)
11. Champaign Urbana Mass Transit District - provides DASH passes. May provide partnership in office expansion.
12. Champaign County Regional Planning Commission - provides and receives referrals for emergency housing and rapid rehousing.
13. City of Champaign Township - refers residents who can not stay in congregate shelter (ATT G. LOS COCT)

Cunningham Township's is an entry point on the Coordinated Entry for the Homeless System and membership on the Executive Committee of the Continuum of Service Providers to the Homeless.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

CTSO's leadership team has significant grants and program development experience. The Supervisor has over 25 years experience securing and administering large scale grants (Ford, Google, Surdna, McCormick, Media Democracy Fund, National Endowment of the Arts, Illinois Arts Council, DCEO, DHS).

Finance and Operations Director Nicole Philyaw managed numerous grants at the Eastern Illinois Food Bank and Land Connection. Program Director Jazmine Hernandez oversees 12 assistance staff and manages CSTO's ESG grant through DHS.

CTSO has received and successfully managed a number of grants including: DHS Emergency Solutions Grant, City of Urbana pass through ESG grant, CURE COVID funds, Heartland Alliance, and Champaign Urbana Public Health District. CTSO has also administered dozens of grants from the funder side.

CTSO currently employs 14 staff (12.5 FTE) and 2 full time Social Work interns with the following certifications and trainings:
MA in Counseling (1)
Licensed Social Workers, MA in Social Work (2)
MA in Political Science (1)
Township Assistance Administration Training (6)
Rape Advocacy, Counseling, & Educational Training 40 hour training (3)
Domestic Violence 40 hour training (4)
Trauma and Resiliency/Building a Trauma-Informed Community 40 hour training (1)
Therapeutic Crisis Intervention Training, 40-hour training (1)
Social Security Insurance/Social Security Disability Outreach, Access, and Recovery (SOAR) course (2)
Crisis Prevention Institute's nonviolent crisis intervention training (1)
Divorce, Victim/Offender, Family, and School Mediation Training (1)
Wrap-Around Care Training (1)
Mental Health First Aid training (1)
SOUL Advanced Facilitation Training 20 hours (1)
De-escalation training through UIUC's campus police training program (1)

Opiate Overdose Response Training (14)
Management Center Training (3)
Trauma informed care training (14)

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
The Goals and Metrics of Success for Bridge to Home starting in FY24 are:

Street Outreach:
30/yr served with .25 FTE staff. A decrease in demand is anticipated with the opening of a 24/7 low barrier shelter and street outreach services by the City of Champaign Township.

School Outreach
90 Households with ~225 children/yr expected with 1 FTE

Emergency Housing (1-3 months)
16 individuals/yr served with .5 FTE in 4 units
32 families/yr served with 1.25 FTE in 8 units
>80% of all Emergency Housing participants will move into more stable housing situation at the end of the program term.

Transitional Housing (4-12 months)
18 households/yr served with 1 FTE in 12 units
>85% of all Transitional Housing participants will move into more stable housing situation at the end of the program term.

Rapid Rehousing (3-12 months)
4 households/yr served with .5 FTE
>80% of households who complete the program move into independent housing and remain in housing one year after support as evidenced by phone surveys at 12 months.

Homeless Prevention Through Rental Assistance (1-4 months)
100 households/yr served with 1.5 FTE
>80% of participants will remain in housing one year after support as evidenced by phone surveys at 12 months.

Housing Navigation and Supportive Services
68 households/yr served with 2.5 FTE
>80% of voucher holders who participate in Housing Navigation services locate and move into housing.
>85% of the Supportive Services Program participants remain in housing one year from program start.

Program progress towards these goals are tracked in detail by each Program Manager and reported publicly to the Cunningham Town Board monthly and Township Electorate at the Annual Town Meetings (ATT C. Town Meeting Presentation).

C.10. Please describe any other COVID relief funding that your organization has received.
For the fiscal year 2022, CTSO received $248,017 of COVID relief funding. This was broken up into two separate payments– $128,700 was received for ESG-CV1 and $119,319 was received for ESG-CV2. In FY 21, CTSO received pass through rental assistance funds from CUPHD. In FY 21, CTSO received $204,228 in CURE reimbursement (COVID payments to municipalties).

D. Project Budget

Completed by supervisor@cunninghamtownship.org on 11/16/2022 6:14 PM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Personnel - Salary and benefits for personnel delivering the services	$528,578.00
Rent/Utilities - Costs to rent and operate office space	$18,236.00
Supplies - Supplies necessary to deliver the services performed	$1,800.00
Construction Costs	$260,838.00
Direct Financial Assistance – Direct monetary assistance to community members (Example: rent assistance or small business grants)	$390,000.00
	$1,199,452.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	98874
2023	484800
2024	348800
2025	266978
2026	0

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by supervisor@cunninghamtownship.org on 11/16/2022 6:12 PM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

A. Supervisor's Memo.pdf
B. Accessibility Costs.pdf
C. Town Meeting Presentation.pdf
E. ESG Award.pdf
E. ESG Sponsorship.pdf
G. CCHCC MOU.pdf
G. CMF MOU.pdf
G. CSPH Exec.pdf
G. CUPHD MOU.pdf
G. LOS COCT.pdf
G. LOS CU at Home.pdf
G. LOS CUPHD.pdf
G. LOS HACC.pdf
G. LOS USD 116.pdf
G. MOU CN.pdf
G. USD 116 MOU.pdf
J. Gap Presentation.pdf
L. Courage Connection Board Meeting.pdf
L. Homeless Assistance Program Rules.pdf
L. Mid Term Grant to Courage Connection for Emergency Shelter.pdf
L. Proposal for Emergency Shelter for Women and Children.pdf
M. CTSO Bridge to Home Overview.pdf
K. TIMELINE.pdf
D. Renovation Utility Costs.pdf

Submit

Completed by supervisor@cunninghamtownship.org on 11/16/2022 6:25 PM

Case Id: 30292
Name: Cunningham Township - 2022
Address: Cunningham Township Supervisor's Office

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Danielle Chynoweth
Electronically signed by supervisor@cunninghamtownship.org on 11/16/2022 6:24 PM

Today's Date
11/16/2022

Cunningham Township
Danielle Chynoweth, Supervisor
205 WEST GREEN ST • URBANA, IL 61801
(217) 384-4144 • FAX: (217) 367-7063
WWW.CUNNINGHAMTOWNSHIP.ORG

Cunningham Township Supervisor's Memo Nov. 14, 2022

Town Bills Report

- Town fund = $44,961.50
- General Assistance Fund = $119,191.16
- TOTAL in expenditures = $164,152.66

INCOME SUPPORT

General Assistance

A monthly grant for Urbana residents who are disabled or out of work, alongside support to seek/train for work or apply for federal disability payments (SSI)

- 67 current participants
- 8 are homeless
- 38 identify as male, 28 as females (1 transgender), and 1 non-binary
- 32 applications for General Assistance were submitted during the month of October (down from 37 in September)
- 5 applications for General Assistance were approved during the month of October

Education and Employment Track



- 16 current participants
  - 7 participants are currently pursuing the employment track
  - 2 currently pursuing education
  - 4 set to transfer to education track in November
  - 2 special service referral
  - 4 medically exempt due to illness/injury

Disability and Wellness Track

- 51 participants
- 4 participants were awarded SSI in FY 23 so far. (12 participants were awarded SSI/SSDI in FY22.)

- 14 residents have been helped to date with submitted applications and intensive SOAR case management since our program started September 1, 2020.
- 1 resident is about to begin SOAR case management.
- 5 SSI/SSDI reconsiderations have been submitted. 1 is in progress.
- 4 participants, who used the ER as their primary, were established with primary doctors and had their first appointments. 1 has completed necessary lab work.
- 5 participants were referred to a Carle Social Worker to obtain prescriptions for needed medical supplies.
- 3 participants assisted with forms for Social Security Administration.
- 1 participant referred to Rosecrance for SSI case assistance

Transportation Assistance

- 88 annual passes at $60 ($5,280)
- 58 DASH passes, which are free for those with disabilities who qualify (saving Township $3,480 annually) – since MTD began to charge bus fare again July 2021.

HOUSING SUPPORT

Rental Assistance

Rental assistance for Urbana households behind on rent or homeless moving into housing.

- 24 households were supported with CTSO Rental Assistance last month, up from 12 the month before.
- We continue to receive a record number of rental assistance cases - about 80 applications per month, about double the typical submission.
- **We budgeted $125,000 in rental assistance this year and have spent $86,195 or 69% as of November 1, 2022. Our Rental Assistance partners have experienced similar demands.**
- **Due to budget constraints CTSO lowered its maximum rental assistance from two months to one month effective October 1, 2022. This means that denials for rental assistance will increase until we address the budget issue – as residents with larger arrears are not able to pay down their balances in time.**
- **Cunningham Township is submitting a proposal for Urbana ARPA funds to fill a budget gaps for Rental Assistance in light of the increase in demand due to pandemic recovery and the exhaustion of ERA (COVID) rental assistance funds.**



Housing Advocacy

Housing advocacy for participants who are homeless or at risk of homelessness to access all available subsidized housing opportunities and move in.



Subsidized Housing Advocacy

- 438 participants representing 265 households received help applying to subsidized housing since our advocacy program began July 1, 2020.

122 households have moved in!

Housing First Program

- These are direct payments to subsidized housing providers to keep CTSO participants in their homes. Participants are offered this service who have trouble paying rent regularly and must agree to direct payments and case management.
- 13 participants received the Housing First benefit last month.

Housewarming Gifts

- Housewarming gifts are entirely funded by private donations which are used to provide vouchers to formerly homeless households to buy furniture and housewares at Salt and Light and Habitat for Humanity Restore.
- 53 homeless households have been assisted with the Township Housewarming, since the program began in February, 2021.
- 3 households received housewarming support through Angel Donor Funds last month.

Bridge to Home

A continuum of services for homeless residents in Champaign County.

Street Outreach

Services include food, transportation to services, weather appropriate clothing and engagement events.

- Members of the public are encouraged to call CTSO for wellness checks on residents who may be homeless***.***
- **CTSO is currently supporting 30 households with Street Outreach, up from 20 last month. We expect this number to lower with the opening of the low barrier shelter.**

Emergency Housing - Hotel

If no other shelter option exists, short term emergency housing will be considered as long as the resident is meeting with a case manager, pursuing goals, and seeking permanent

housing.

- Last month 4 households were sheltered in a hotel.

Rapid Rehousing

CTSO provides housing stabilization and up to 12 months of rent for literally homeless individuals and families in Champaign County, referred by Centralized Intake for the Homeless.

- 1 household – a married couple with a young child; they are ramping up their contribution to household expenses.
- 1 household– a mother with two young children; working to find housing.
- 2 new referrals to be screened this week.
- 1 additional opening in the program awaiting a referral from CIH.

Emergency Housing for Urbana families

Emergency Housing for families with children in Urbana schools of Crisis Nursery or residents with disabilities who are referred from CU at Home.

- Total served: 57 households including 64 adults and 101 children (since July 2020)
- Last month: 8 households served. We had 4 families find stable housing last month. 1 family has moved into a SRN unit, 2 families with an emergency housing voucher and 1 family to market rate rent. 1 additional family was transferred to another organization for case management.
- Currently 5 Urbana children are being served.
- Waitlist: **CTSO Emergency Housing has 5 literally homeless families on the waiting list. 3 are in and out of homelessness, 2 are new referrals of unknown status.**



Spotlight on Emergency Family Housing Solutions



As of the October 17th meeting with Family shelter providers, there were 19 literally homeless families waiting for shelter in CU, a record high: 7 CTSO, 4 RPC, 4 CU TRI, 4 ROE. Crisis Nursery also reported being full most nights. We met and discussed the following solutions:

- HACC will have new housing vouchers available for homeless residents, with some specifically focused on families, in 2023 and will be partnering with CSPH members

for referrals.

- RPC has secured funding to add 2 hotel rooms to its capacity for the winter.
- **CTSO is seeking funding to add up to 4 hotel rooms to its capacity for the winter.**
- **CTSO is applying for Urbana ARPA and City Consolidated Funds (HHI) as well as prospecting partners and additional funding to add transitional units to its housing stock for both individuals with disabilities and families.**

Housing Case Management in Urbana Schools

USD 116 funds a CTSO Housing Case Manager who works in all schools to identify families that are homeless, housing insecure, or facing issues with rent and provide services.

- Total Referrals: 46 families with 120 total children (since program start 4/21/22)
- USD Referrals actively in CTSO shelter: 2 families representing 3 children, with an additional 6 USD students from 4 families being served who received referrals from different sources

Low Barrier Shelter Update

CTSO and United Way partnered to convene local organizations and funders on October 18th to strategize how to achieve at least 100 beds of emergency housing for the winter months. What followed was a series of negotiations supported by the Cunningham Township Supervisor that led to the following:

- CU at Home is selling 70 E. Washington Street to the City of Champaign Township which plans to operate at least 60 beds at that location.
- CU at Home plans to operate 30 beds of winter shelter funded, in part, by a grant from the CU Public Health District.
- CTSO operates 4 hotel units and is looking to expand this to 8 for qualifying individuals and families.

UTILITY SUPPORT

Utility Support

Privately funded utility bill support for Urbana residents who face shut offs.

- 6 Households helped in October, up from 5 in September.
- Dozens were referred to RPC's LIHEAP & the new COVID relief Water Assistance.
- 186 households served since program start Nov. 2020
- 158 households served in 2022.



In early November Ameren Illinois initiated their annual shut off of power to those behind on power bills in advance of winter. They are not allowed to shut off power in freezing temperatures. CTSO launched a campaign to Keep Our Neighbor's Power On! which involves calling all Urbana residents slated for shut off and offering support. We also ran a fundraising campaign for our Angel Donor fund to cover costs.

Digital Inclusion Campaign

A campaign to supply low income Urbana residents with smartphones, computers, tablets, and internet access.

- Distributed to date:
  - #Total of benefits: 397
  - # Smart Phones and Lifeline service: 341
  - # Internet benefits: 18
  - # Laptops/tablets: 38

- We have partnered with Cricket Wireless who attend our events and provide tech support and activations. In addition they screen and provide e free phones and service through the ACP benefit to qualifying residents at their Urbana location.

FOOD SUPPORT

Bucket Brigade Food Delivery Service

A collaboration with the Channing Murray Foundation to provide a free weekly food pantry delivery service to low-income residents in Urbana who are unable to access walk-in food pantries. It is meant to be a temporary service to residents while CTSO works with residents to address underlying causes of food insecurity.

- In the month of October, we served:
  - 66 households with Bucket Brigade Deliveries
    - 69 adults serviced
    - 67 children
  - Plus 20 "hotel pack" recipients

- The United Way has also started a similar program through RIDE United. This program allows for deliveries from food pantries within 10 miles of the pantry, with no limit on the amount of deliveries are possible, or how often someone can use this program.
    - Over the last two weeks, we have been able to sign up 5 households for the RIDE United Program.

Solidarity Gardens

A collaboration with the Urbana Park District, Urbana Free Library, Sola Gratia, the Channing Murray Foundation, and area community gardens to reduce local food insecurity by supporting existing and new gardens to produce and distribute produce to those in need.

- Solidarity Gardens has partnered with intern Dustin Bacon to submit a grant to the Illinois Regenerative Agriculture Initiative at the University of Illinois to support Program Development of SG in 2023. If awarded, SG would be able to add signage to its gardens, conduct future planning to add permaculture and perennials to its work, update its website and communications, and enhance volunteer and garden management.

sincerely,
Danielle Chynoweth
Cunningham Township Supervisor

RE: Costs of Building/Acquiring accessible units

Belcher, Breaden <bjbelcher@urbanaillinois.us>

Wed 10/19/2022 10:24 AM

To: Danielle Chynoweth <Danielle@cunninghamtownship.org>;Brittany Tuten <Brittany@cunninghamtownship.org>

Thanks for clarifying! Coincidently I did run a report on our accessibility grant program recently. However this is all projects, not just for the transitional houses. But I expect the numbers are similar.

Projects varied, in general the upgrades consisted of ramps, door widening, and bathroom modifications. You can see the average cost below. This is for FY 2021-2022.

Case_Id	Funding_TotalAmount	FY 2021-2023
30022	$ 4,850.00	
30024	$ 5,608.00	
30027	$ 2,550.00	
30064	$ 8,000.00	
30065	$ 2,358.00	
30070	$ 3,950.00	
30073	$ 2,500.00	
30078	$ 3,740.00	
30080	$ 7,360.00	
30083	$ 920.00	
30089	$ 2,500.00	
30095	$ 2,500.00	
30129	$ 2,500.00	
30188	$ 3,078.00	
30190	$ 2,981.00	
30195	$ 2,908.00	
30216	$ 950.00	
	$ 3,485.47	Average

Breaden Belcher (he/him)
Community Development Coordinator

Grants Management Division
Community Development Services | City of Urbana
400 South Vine Street | Urbana, Illinois 61801
(217) 384-2306

CITY OF URBANA

From: Danielle Chynoweth <Danielle@cunninghamtownship.org>
Sent: Wednesday, October 19, 2022 10:03 AM
To: Belcher, Breaden <bjbelcher@urbanaillinois.us>; Brittany Tuten <Brittany@cunninghamtownship.org>
Subject: Re: Costs of Building/Acquiring accessible units

*** Email From An External Source ***
Use caution when clicking on links or opening attachments.

Thank you, Breaden. This is very helpful.

In terms of accessibility improvements - we are just asking for whether you can share what it accessibility upgrades cost you for the transitional houses. If it is hard to pull, no problem. I have the question out to a contractor as well.

best,

Danielle

From: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Sent: Wednesday, October 19, 2022 9:22 AM
To: Brittany Tuten <Brittany@cunninghamtownship.org>
Cc: Danielle Chynoweth <Danielle@cunninghamtownship.org>
Subject: RE: Costs of Building/Acquiring accessible units

Hi Brittany,

So sorry I missed your call yesterday. I had to be out of the office unexpectedly.

In regard to your first question, I'm not sure. I will check with our code compliance department.

When it comes to property acquisition, unfortunately I don't have a short and simple answer. As is the case with most HUD stuff, it's complicated! I recommend utilizing HUD's resources on real estate acquisition located here: https://www.hudexchange.info/programs/relocation/. I have also attached the HOME ARP Policy brief on acquisition requirements, and an overview of the CDBG acquisition policies. I think this will be a good place to start!

If you have any further questions or need anything else from me, please reach out.

Warmly,
Breaden

Breaden Belcher (he/him)
Community Development Coordinator

Grants Management Division
Community Development Services | City of Urbana
400 South Vine Street | Urbana, Illinois 61801
(217) 384-2306

CITY OF URBANA

From: Brittany Tuten <Brittany@cunninghamtownship.org>
Sent: Tuesday, October 18, 2022 2:28 PM
To: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Cc: Danielle Chynoweth <Danielle@cunninghamtownship.org>
Subject: Re: Costs of Building/Acquiring accessible units

*** Email From An External Source ***
Use caution when clicking on links or opening attachments.

Good afternoon,

I tried to contact you this afternoon for our meeting that we set up last week and I left you a voicemail. I have included in this email, some questions that Danielle and I have for you.

Are you able to share receipts or costs on bringing homes up to code?

What specific constraints come with buying property with ARP HOME CDBG and HOME-ARP dollars?

Please let me know if you have any questions or concerns. Thank you so much, and I look forward to hearing from you.

Best,

Brittany Tuten, MSW Candidate '23 (she/her)
General Assistance Intern | Cunningham Township Supervisor's Office
(217) 384-4144 (Office)
(217) 367-7063 (Fax)

From: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Sent: Wednesday, October 12, 2022 3:07 PM
To: Brittany Tuten <Brittany@cunninghamtownship.org>
Subject: RE: Costs of Building/Acquiring accessible units

Sure thing. I am free Monday before noon.

Breaden Belcher (he/him)
Community Development Coordinator

Grants Management Division
Community Development Services | City of Urbana
400 South Vine Street | Urbana, Illinois 61801
(217) 384-2306

CITY OF URBANA

From: Brittany Tuten <Brittany@cunninghamtownship.org>
Sent: Wednesday, October 12, 2022 2:16 PM
To: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Subject: Re: Costs of Building/Acquiring accessible units

*** Email From An External Source ***
Use caution when clicking on links or opening attachments.

Good afternoon,

I will be out of the office Thursday @ 1pm-Tuesday @ 1pm. If you have any time next week to chat, that would be great.

Brittany Tuten, MSW Candidate '23 (she/her)
General Assistance Intern | Cunningham Township Supervisor's Office
(217) 384-4144 (Office)
(217) 367-7063 (Fax)

From: Brittany Tuten <Brittany@cunninghamtownship.org>
Sent: Friday, October 7, 2022 2:53 PM
To: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Subject: Re: Costs of Building/Acquiring accessible units

Our office is closed on Monday due to Indigenous People's Day, do you have any time on Wednesday?

Brittany Tuten, MSW Candidate '23 (she/her)
General Assistance Intern | Cunningham Township Supervisor's Office
(217) 384-4144 (Office)
(217) 367-7063 (Fax)

From: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Sent: Friday, October 7, 2022 2:44 PM
To: Brittany Tuten <Brittany@cunninghamtownship.org>
Subject: RE: Costs of Building/Acquiring accessible units

Hi Brittany,

Thanks for reaching out! I'm not 100% sure I'll have the information you're looking for, but if you're available for a quick Zoom chat Monday afternoon I'd be happy to try and get you what you're looking for. I'm free any time after 1:30 on Monday.

Thanks,
Breaden

Breaden Belcher (he/him)
Community Development Coordinator

Grants Management Division
Community Development Services | City of Urbana
400 South Vine Street | Urbana, Illinois 61801
(217) 384-2306

CITY OF URBANA

From: Brittany Tuten <Brittany@cunninghamtownship.org>
Sent: Wednesday, October 5, 2022 1:55 PM
To: Belcher, Breaden <bjbelcher@urbanaillinois.us>
Subject: Re: Costs of Building/Acquiring accessible units

*** Email From An External Source ***
Use caution when clicking on links or opening attachments.

Good afternoon,

I am following-up to my last email about the cost of building accessible units. I have done some external research, but I would really appreciate some input from any experience you may have in this area.

I look forward to hearing from you,

Brittany Tuten, MSW Candidate '23 (she/her)
General Assistance Intern | Cunningham Township Supervisor's Office
(217) 384-4144 (Office)
(217) 367-7063 (Fax)

From: Brittany Tuten
Sent: Wednesday, September 28, 2022 9:04 AM
To: bjbelcher@urbanaillinois.us <bjbelcher@urbanaillinois.us>
Subject: Costs of Building/Acquiring accessible units

Good morning,

My name is Brittany and I have recently begun working with the Cunningham Township as a part of my MSW requirements with the University of Illinois. The supervisor has tasked me with doing some research into the costs of building accessible living units here in the Urbana area. She also relayed your information, as she thought you would be a great resource. Do you have any time coming up for when we could schedule a meeting? Over the phone or in-person is fine with me. Or if your prefer email correspondence, that is fine as well.

Thank you so much,

Brittany Tuten, MSW Candidate '23 (she/her)
General Assistance Intern | Cunningham Township Supervisor's Office
(217) 384-4144 (Office)
(217) 367-7063 (Fax)

Under the Illinois Freedom of Information Act (FOIA), any written communication to or from City of Urbana employees, officials or board and commission members regarding City of Urbana business is a public record and may be subject to public disclosure.

Cunningham Township

Danielle Chynoweth, Supervisor

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"In the Sunshine" by Stacey Robinson and Kamau Grantham Murals on Glass @ Township

Annual Town Meeting 2022

By Danielle Chynoweth

Data support by Jack Maszka
Masters Student in Urban Planning

CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE

2021 IMPACTS

10,705 PEOPLE SERVED

General Assistance

$341,958

282 HOUSEHOLDS

Rental Assistance

78 HOUSEHOLDS



$90,658

Emergency Housing

28 ADULTS

42 CHILDREN

Subsidized Housing

59 HOUSEHOLDS MOVED INTO SUBSIDIZED HOUSING

25 HOUSEWARMING GIFTS TO FURNISH APARTMENTS

Disability Support

21 RECEIVED SSI SUPPORT

15 AWARDED SSI PAYMENTS

Food Support

699 FOOD BUCKETS DELIVERED

1264 ADULTS

850 CHILDREN

3835 POUNDS OF PRODUCE

$22,680 WITH CHANNING MURRAY, SOLA GRATIA, AND SOLIDARITY GARDENS

Transportation



80 ANNUAL BUS PASSES DISTRIBUTED

Grants to Social Services

$118,000 TO 8 ORGANIZATIONS

6,382 RESIDENTS SERVED

Utility Support

89 HOUSEHOLDS RECEIVED BILL PAYMENTS

$37,859 TOTAL UTILITY ASSISTANCE



Digital Inclusion

12 LAPTOPS DISTRIBUTED

18 INTERNET CONNECTIONS

113 PHONES DISTRIBUTED

Cunningham Township

Danielle Chynoweth, Supervisor

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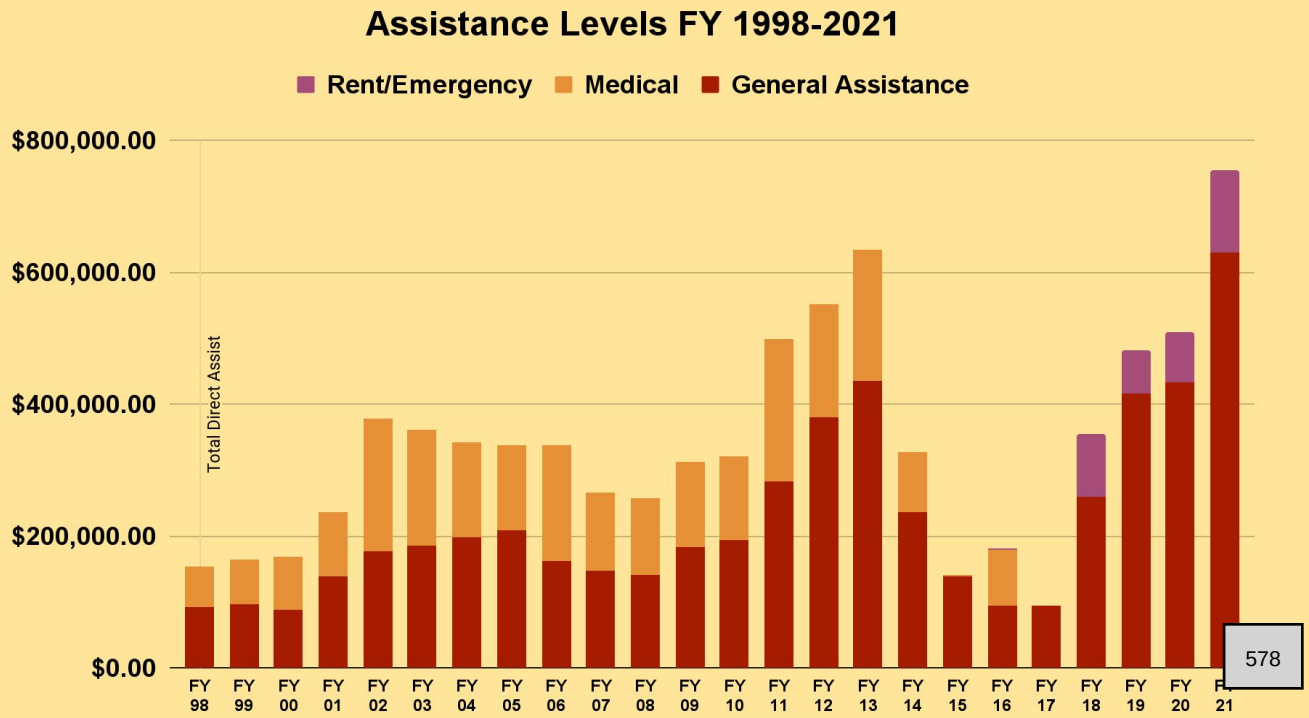
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Financial Report June 30, 2021

	Town Fund	General Assistance Fund	Total Governmental Funds
REVENUES			
Property taxes	$1,001,116	$781,512	$1,782,628
Replacement taxes	18,936	18,936	37,872
Interest	1,717	1,717	3,434
SSI reimbursements		57,196	57,196
Contributions	211,461	145,876	357,337
Rental income		3,850	3,850
Miscellaneous	2,381	1,758	4,139
Total Revenues	1,235,611	1,010,845	2,246,456
EXPENDITURES			
Current:			
General government	1,231,597		1,231,597
Social services	114,685	969,785	1,084,470
Total Expenditures	1,346,282	969,785	2,316,067
Change in Fund Balance	(110,671)	41,060	(69,611)
Fund Balance – Beginning of Year	993,452	1,287,262	2,280,714
Fund Balance – End of Year	$ 882,781	$1,328,322	$2,211,103

Cunningham Township
Danielle Chynoweth, Supervisor
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General Assistance



Cunningham Township

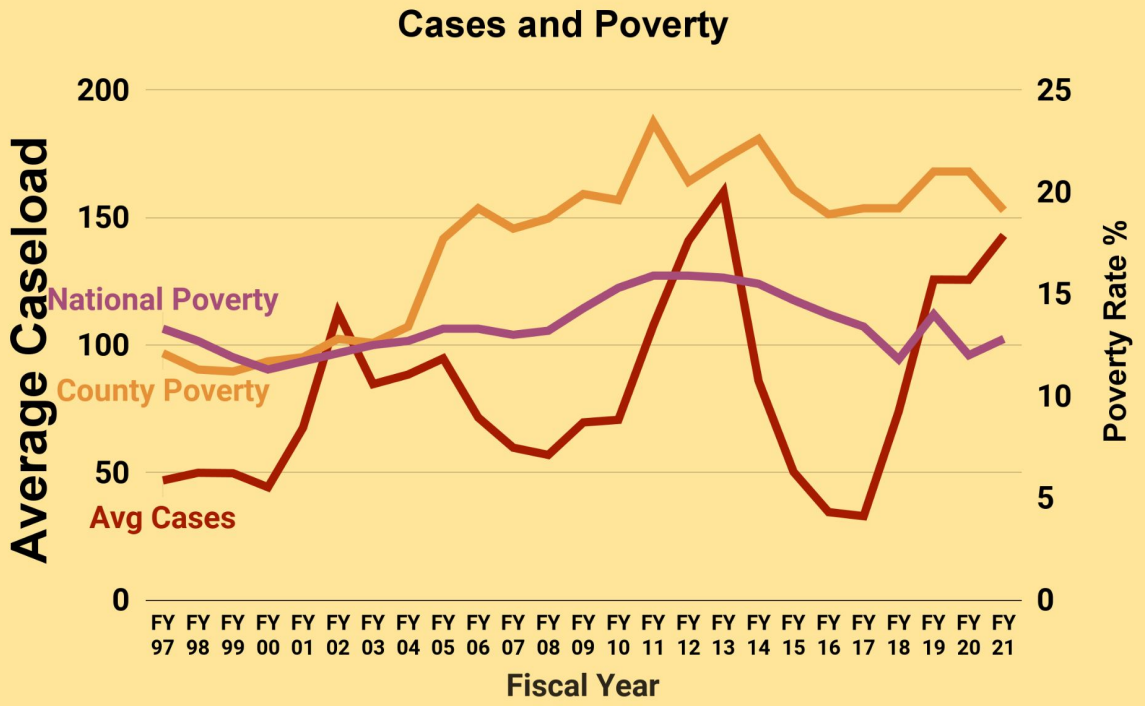
Danielle Chynoweth, Supervisor

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General Assistance

Case count and relationship to poverty levels



Cunningham Township

Danielle Chynoweth, Supervisor

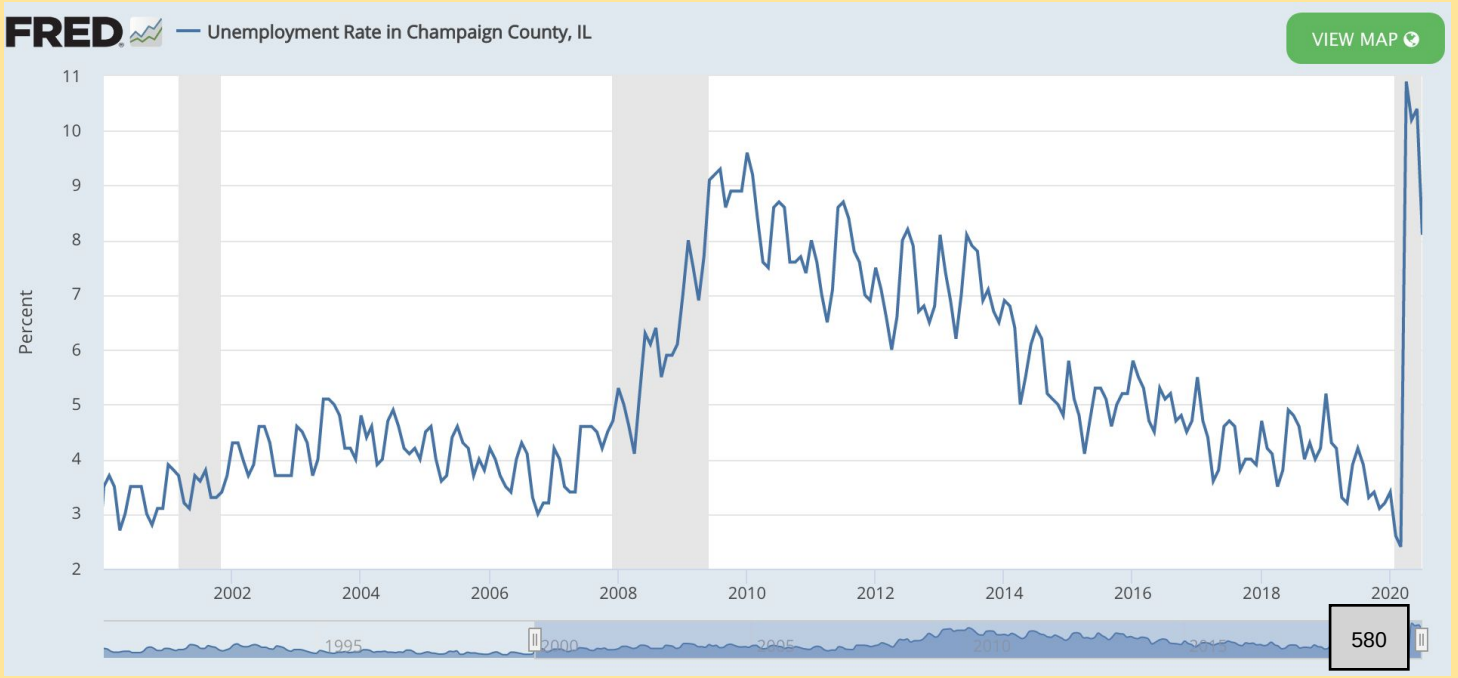
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Unemployment

As a college town, workers face layoffs 2x per year.
We saw a major spike in 2020.

Source: U.S. Bureau of Labor Statistics



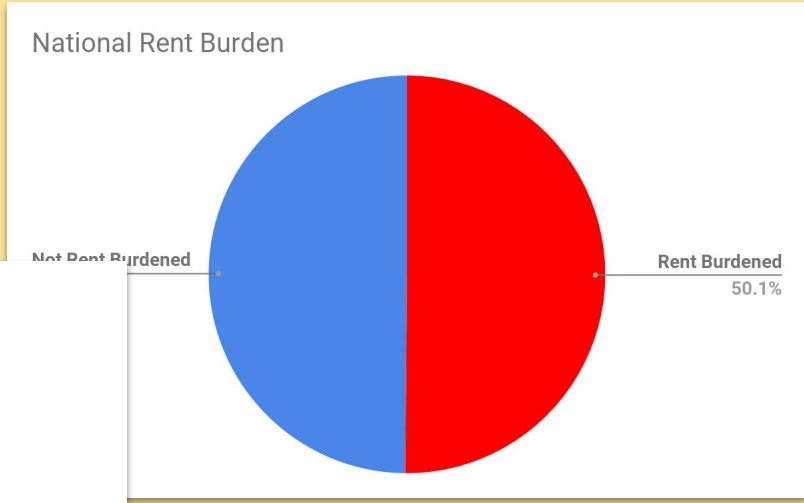
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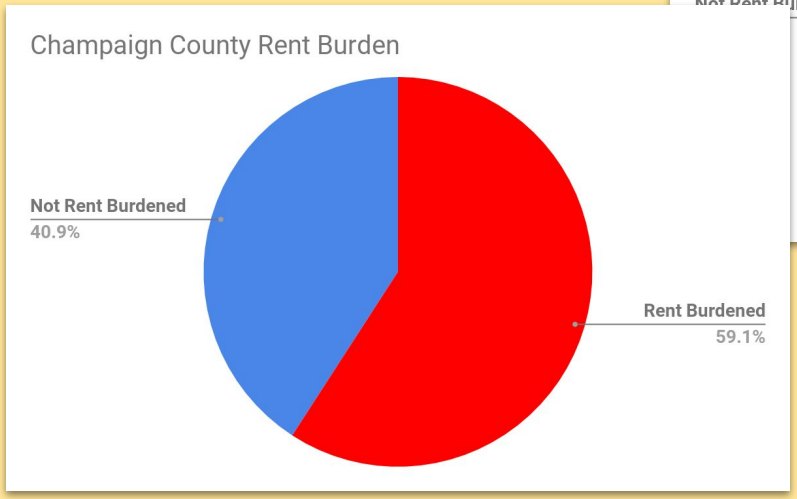
Housing Precarity

59.1% of County renters were rent burdened pre-COVID. (66.4% in Urbana)

Source: American Community Survey

"Rent burdened" means a family pays more than ⅓ of their income on rent.





Cunningham Township
Danielle Chynoweth, Supervisor
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Rental Assistance

Support with move in or back rent

- **370 households served since program start December 2017**
- **55 served in FY22 to date with direct payments**
- **100+ supported in applying to RPC for State Emergency Rental Assistance**



Cunningham Township

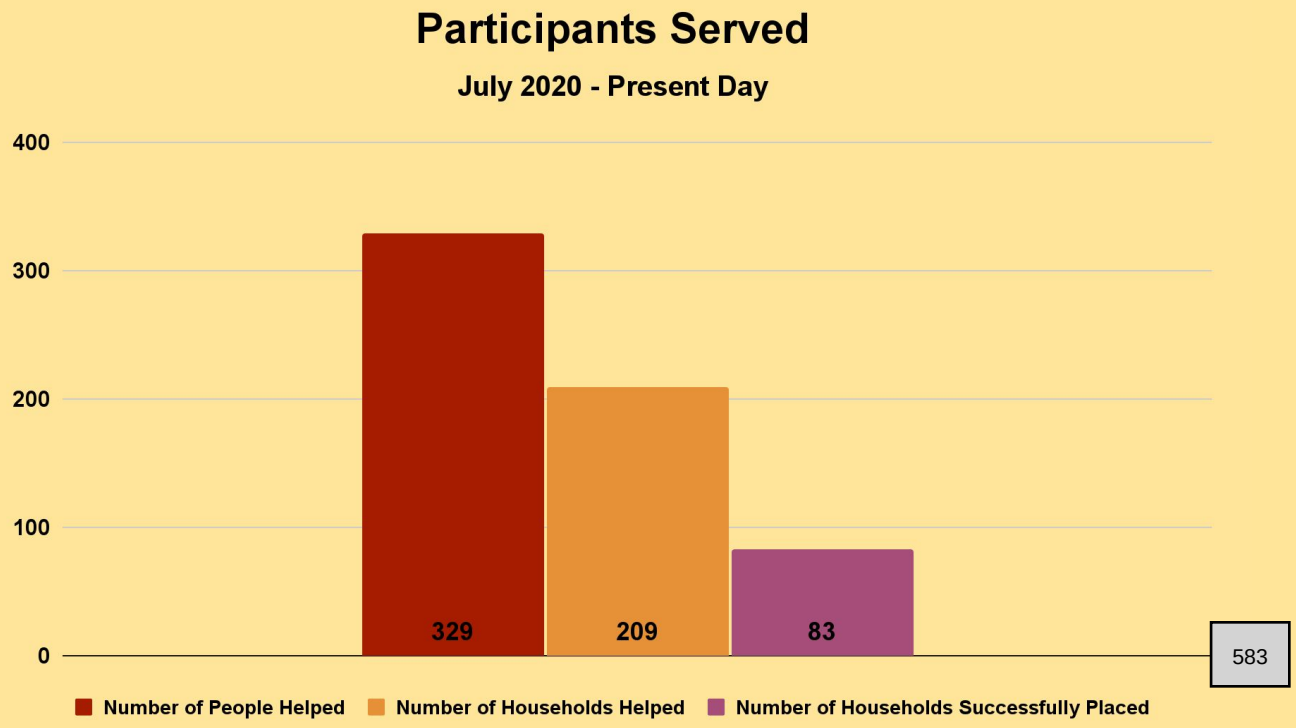
Danielle Chynoweth, Supervisor

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Housing Advocacy

Housing advocacy for 329 participants who are homeless or at risk of homelesssness to access all available subsidized housing opportunities



Cunningham Township

Danielle Chynoweth, Supervisor

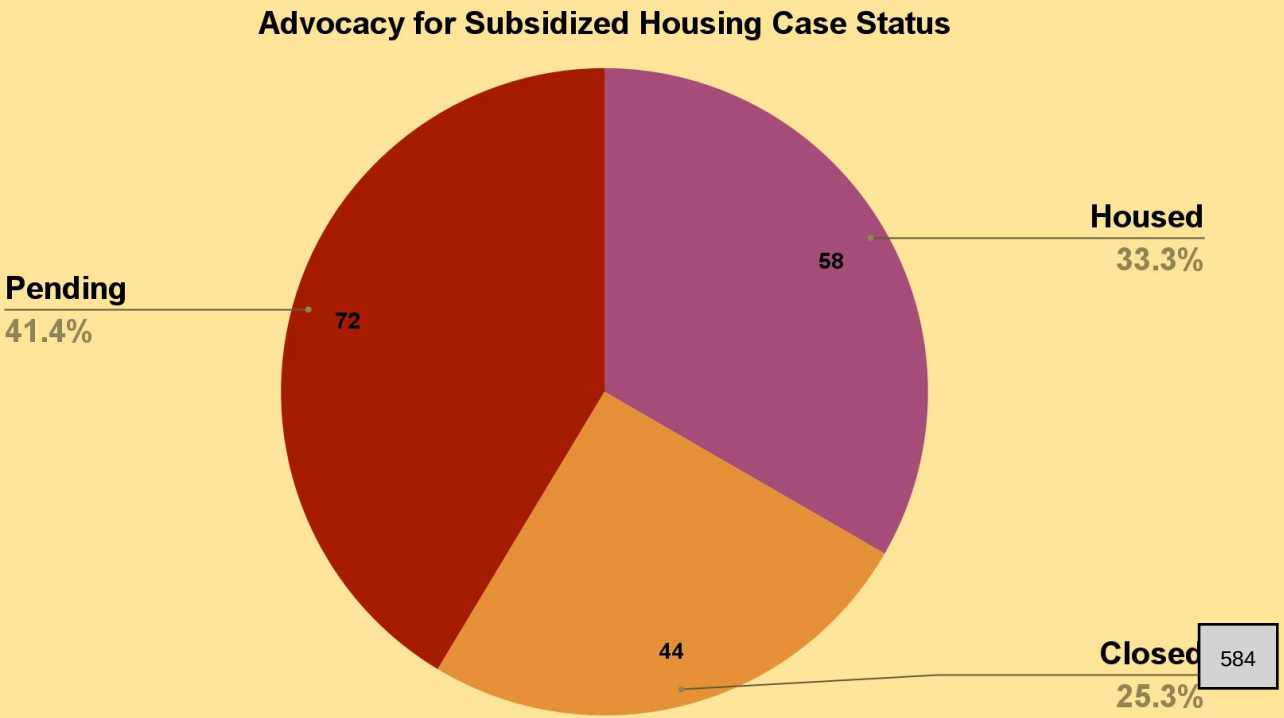
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Housing Advocacy

58 housed

72 pending



Cunningham Township Bridge to Home: Emergency Housing

Founded in 2020 during the pandemic, Township's Bridge to Home Emergency Housing program supports homeless families with children to gain stable housing.

Families are referred through the School District, Crisis Nursery, or Centralized Intake for the Homeless. Qualifying families are housed in private apartments in downtown Urbana owned by Township.

Families receive intensive case management support as they work to access income, child care, and permanent housing. Program length varies but the average stay is 60 days.

42 FAMILIES INCLUDING 63 CHILDREN ASSISTED IN 19 MONTHS WITH A 90% SUCCESS RATE.

29-year-old Destoni, mother of six, lost her job due to the pandemic and became homeless in December 2020. A staff member at the Housing Authority saw Destoni's family sleeping in their car and referred her to Township. After two months in Bridge to Home Emergency Housing, Destoni had a job at a local hospital and moved into her own home in West Champaign with a housing voucher.



"We were at the state of homelessness. I had six little ones behind me, and I used to think that if I give up, who will take care of them? So I prayed. Township made everything easier. Honestly, without their help, I don't know if I would be in my home today."
- Destoni, Bridge to Home Graduate

Cunningham Township

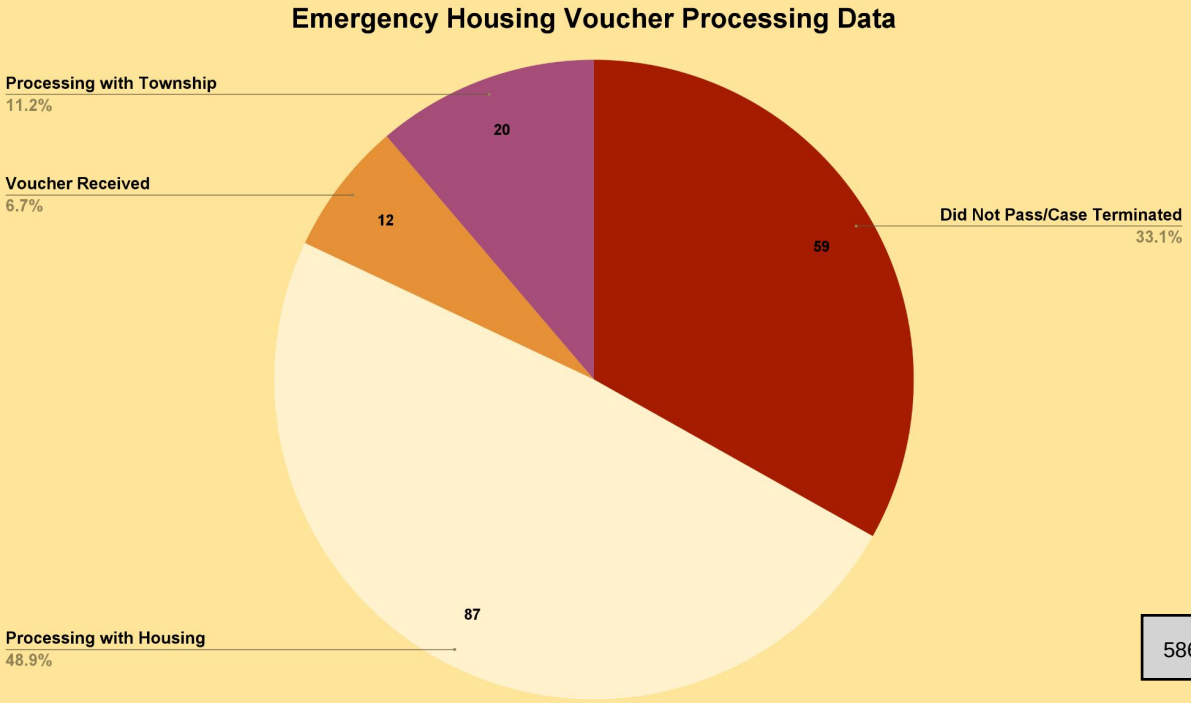
Danielle Chynoweth, Supervisor

We are #NeighborsHelpingNeighbors

WWW.CUNNINGHAMTOWNSHIP.ORG

Emergency Housing Vouchers

The Housing Authority received 163 vouchers for homeless and high risk residents. CTSO started referrals last fall



586

Cunningham Township

Danielle Chynoweth, Supervisor

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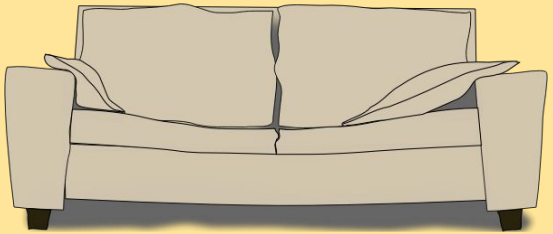
Housewarming Assistance

A program to help homeless participants furnish their new homes

28 Households



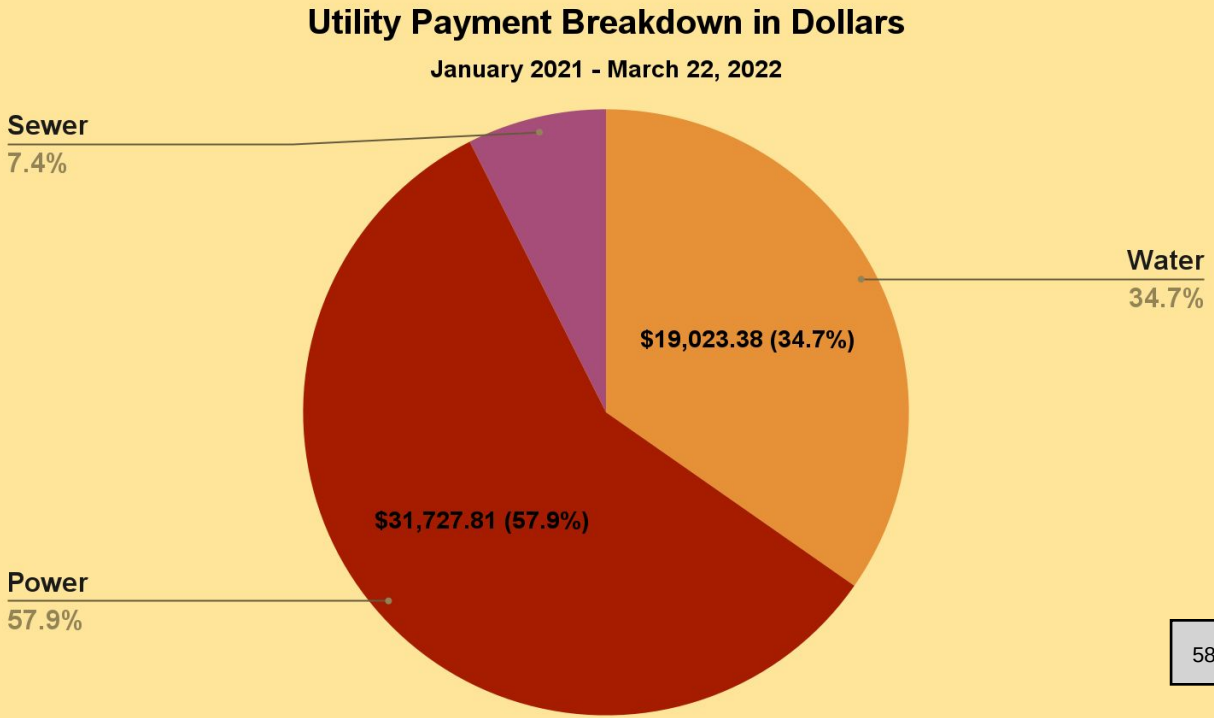
$4,449.99 spent in Housewarming Assistance



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Utility Assistance

Utility bill support for Champaign County residents who are shut off or don't qualify for other programs.



Cunningham Township

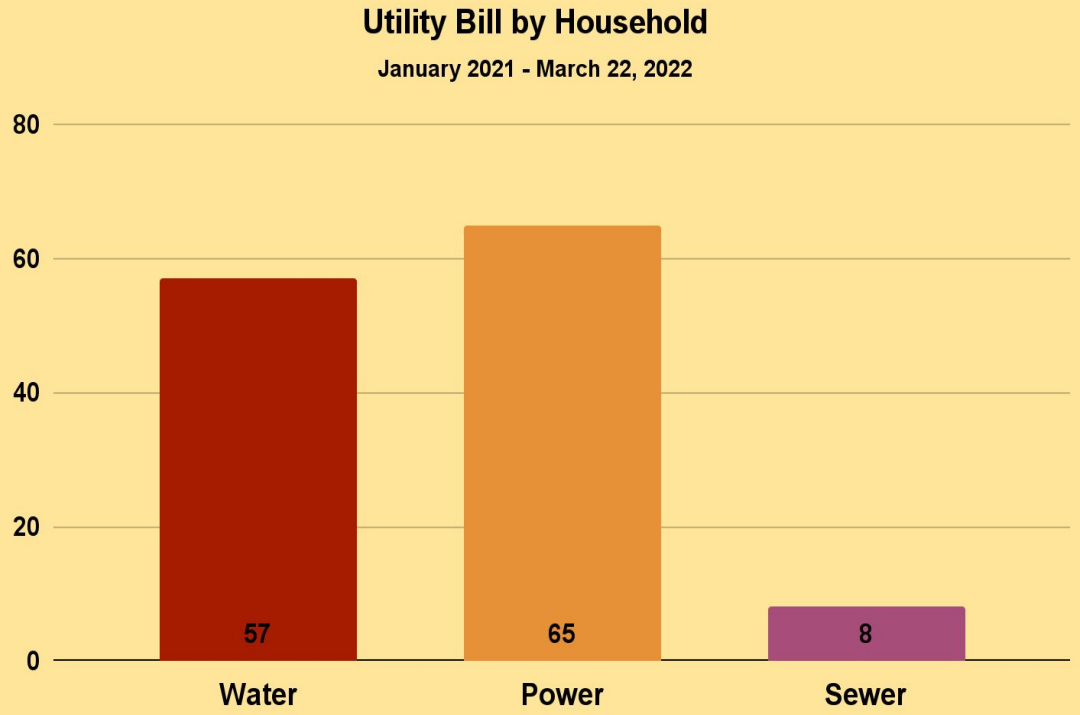
Danielle Chynoweth, Supervisor

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Utility Assistance

130 Households served



589

Cunningham Township

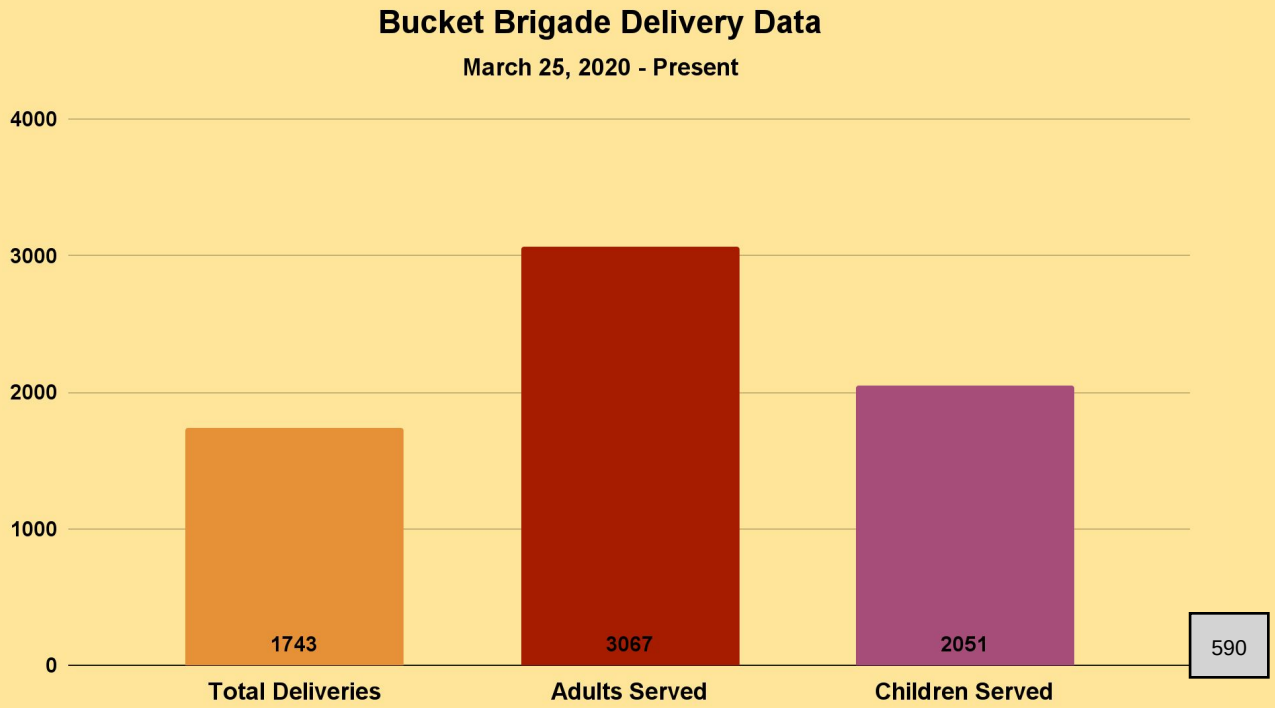
Danielle Chynoweth, Supervisor

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Bucket Brigade

Weekly food pantry delivery service in collaboration with Channing Murray Foundation



Cunningham Township

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Solidarity Gardens

A collaborative project to reduce food insecurity by providing seeds, tools, mini grants, and a distribution network to Solidarity Garden affiliates

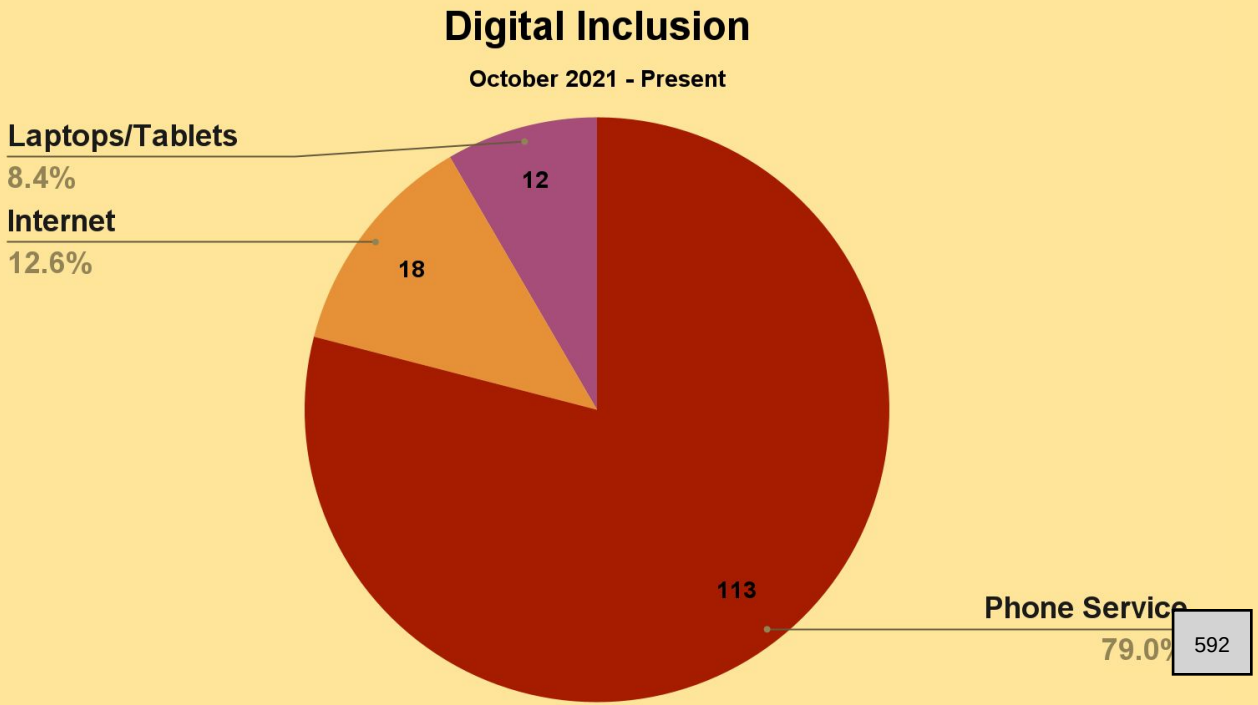




Cunningham Township
Danielle Chynoweth, Supervisor
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Digital Inclusion

A campaign to supply low income Urbana residents with smartphones, computers, tablets, and internet access



Cunningham Township

Danielle Chynoweth, Supervisor

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Digital Inclusion

Lifeline Events



Cunningham Township

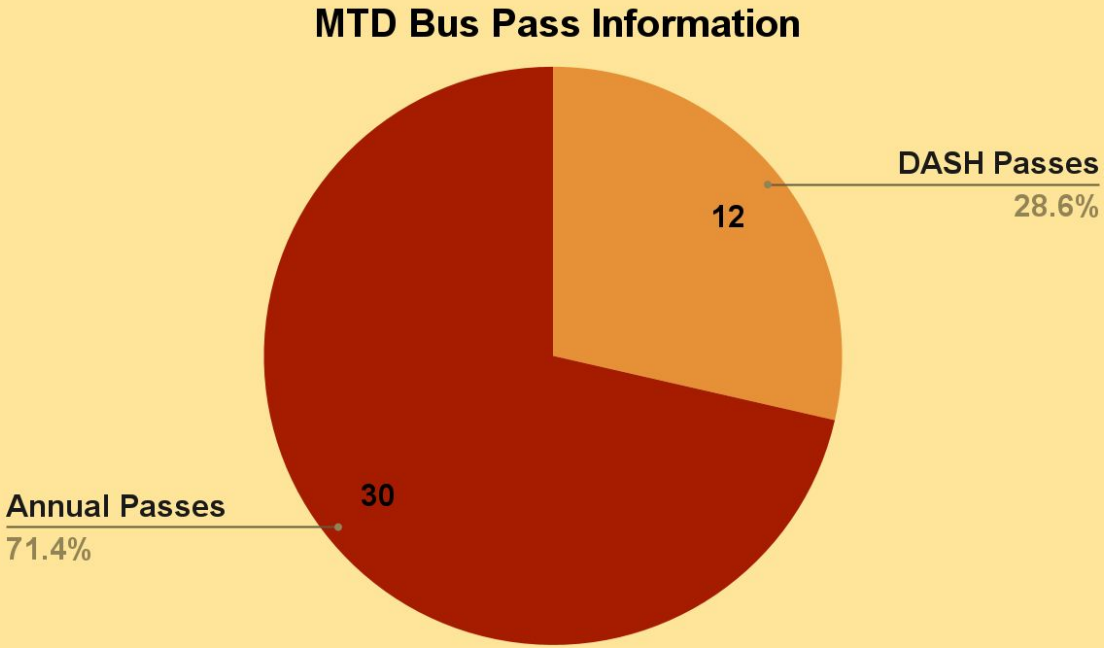
Danielle Chynoweth, Supervisor

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Transportation Assistance

Bus passes for all General Assistance participants



Cunningham Township

Danielle Chynoweth, Supervisor

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Tax Help

Support for residents to Access child tax credits, stimulus funds, and earned income tax credits

Get your tax refund!

FREE Tax Preparation



Get money back from your tax returns to cover your essential needs. You might receive up to thousands of dollars by claiming tax credits like Child Tax Credit and Earned Income Tax Credit.

FREE tax help is available to individuals with low to moderate income, the elderly, persons with disabilities, and those with limited English speaking ability.

Filing your taxes is as easy as 1–2–3.

1. Bring your documents *(any tax forms received, a photo ID, and social security cards for all dependents)* to Salt & Light **by April 8** *(see the hours of operation below)*
2. Answer a few short questions from our trained volunteer
3. We'll contact you when your tax returns are ready for pickup

Questions? Contact Cunningham Township: (217) 384-4144.

Tuesday 1–7 pm | **Wednesday–Saturday** 1–5 pm

Salt & Light, 1819 S. Philo Road, Urbana

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

In partnership with the Volunteer Income Tax Assistance (VITA) Program with Gies College of Business at the University of Illinois

Cunningham Township

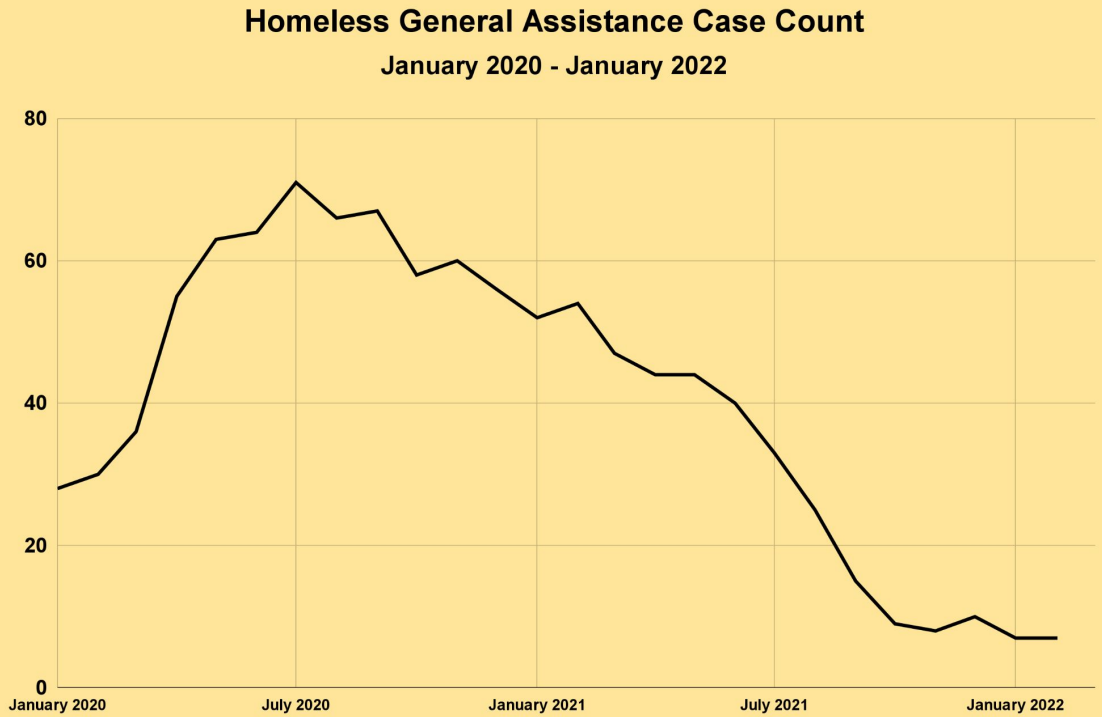
Danielle Chynoweth, Supervisor

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Homeless Residents

Number of homeless recipients of GA over time



596

TOGETHER WE CAN END HOMELESSNESS!



Illinois Grant Accountability and Transparency
Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Human Services Department/Organziation Unit: Family & Community Services
State Award ID Number (SAIN)	496-37222
State Program Description	§200.202 Requirement to provide public notice of Federal financial assistance programs. (a) The Federal awarding agency must notify the public of Federal programs in the Catalog of Federal Domestic Assistance (CFDA), maintained by the General Services Administration (GSA). (1) The CFDA, or any OMB-designated replacement, is the single, authoritative, governmentwide comprehensive source of Federal financial assistance program information produced by the executive branch of the Federal Government. (2) The information that the Federal awarding agency must submit to GSA for approval by OMB is listed in paragraph (b) of this section. GSA must prescribe the format for the submission. (3) The Federal awarding agency may not award Federal financial assistance without assigning it to a program that has been included in the CFDA as required in this section unless there are exigent circumstances requiring otherwise, such as timing requirements imposed by statute. (b) For each program that awards discretionary Federal awards, non-discretionary Federal awards, loans, insurance, or any other type of Federal financial assistance, the Federal awarding agency must submit the following information to GSA: (1) Program Description, Purpose, Goals and Measurement. A brief summary of the statutory or regulatory requirements of the program and its intended outcome. Where appropriate, the Program Description, Purpose, Goals, and Measurement should align with the strategic goals and objectives within the Federal awarding agency's performance plan and should support the Federal awarding agency's performance measurement, management, and reporting as required by Part 6 of OMB Circular A-11; (2) Identification of whether the program makes Federal awards on a discretionary basis or the Federal awards are prescribed by Federal statute, such as in the case of formula grants. (3) Projected total amount of funds available for the program. Estimates based on previous year funding are acceptable if current appropriations are not available at the time of the submission; (4) Anticipated Source of Available Funds: The statutory authority for funding the program and, to the extent possible, agency, sub-agency, or, if known, the specific program unit that will issue the Federal awards, and associated funding identifier (e.g., Treasury Account Symbol(s)); (5) General Eligibility Requirements: The statutory, regulatory or other eligibility factors or considerations that determine the applicant's qualification for Federal awards under the program (e.g., type of non-Federal entity); and (6) Applicability of Single Audit Requirements as required by Subpart F—Audit Requirements of this part. EXCEPTIONS: The Emergency Solutions Grant is a Formula Grant Program and is exempt from the following 1) Notice of Funding Opportunity (NOFO); 2) Grant Application; and 3) Merit Based Review requirements.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Josalyn Smith Phone: (217) 725-5975 Email: DHS.ESG@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Cunningham Township Supervisor's Office Address: 205 W Green St, Urbana, IL 61801 Phone: 217-384-4144 Email: nicole@cunninghamtownship.org

Grantee Identification	GATA: 694840 UEI: X2PSLALF97U2 FEIN: 376000533
Period of Performance	Start Date: 7/1/2022 End Date: 6/30/2023

FUNDING INFORMATION

FUND	CSFA	CFDA	AMOUNT
0592900000	444-80-0496	14.231	$103,622.00
TOTAL			$103,622.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	Yes : The match requirement on ESG subrecipients is 100%. Of that, 25% must be cash. The remaining 75% can be volunteer or in-kind.
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. IDHS will publish its agreements in the CSA Tracking System after you return a signed copy of this NOSA to IDHS. Please note the items identified for Section 3. Please contact your DHS program representative within 30 days to implement a plan to address the identified issues within the next 90 days. Should you have any questions please speak with the DHS contact for your award.
Program-Specific Term(s)	24 Months- Personal Services (Salaries and Wages); Fringe Benefits; Travel; Equipment; Supplies; Contractual Services; Consultant (Professional Services); Construction; Occupancy - Rent and Utilities; Research and Development; Telecommunications; Training and Education; Direct Administrative Costs; Miscellaneous Costs; Indirect Costs; THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM: MERIT BASED REVIEW Requesting exception to 200.203 (Competitive NOFO) and 200.204 (Merit based review). IDHS must consult with the 18 Continuum of Care Organizations (CoC) for their recommendations for allocating funds to subrecipients. Providers will be held to all other requirements of GATA. 2 CFR 200.203 and 2 CFR 200.204 does not apply – ESG Program is a Formula Grant, which is part of HUD four major formula grants. A formula grant is a U.S. federal grant that specifies a precise formula to be used in determining the amount of funding that a recipient is eligible to receive. NOTICE OF FUNDING OPPORTUNITY Requesting exception to 200.203 (Competitive NOFO) and 200.204 (Merit based review). IDHS must consult with the 18 Continuum of Care Organizations (CoC) for their recommendations for allocating funds to subrecipients. Providers will be held to all other requirements of GATA. 2 CFR 200.203 and 2 CFR 200.204 does not apply – ESG Program is a Formula Grant, which is part of HUD four major formula grants. A formula grant is a U.S. federal grant that specifies a precise formula to be used in determining the amount of funding that a recipient is eligible to receive.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the addtional requirements

GATA Conditions:

03 - Financial and Programmatic Reporting
Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Agency Adjustments / Explanation:

None

The reason why the additional requirements are being imposed

GATA Conditions:

03 - Financial and Programmatic Reporting
Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

03 - Financial and Programmatic Reporting
Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable

GATA Conditions:

03 - Financial and Programmatic Reporting
One year.

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

03 - Financial and Programmatic Reporting
One year.

Agency Explanation:

None

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

EMERGENCY SOLUTIONS GRANT SUBRECIPIENT AGREEMENT WITH CUNNINGHAM TOWNSHIP

CFDA #	14.231
CFDA Title	Emergency Solutions Grants Program
State Awarding Agency	Illinois Department of Human Services
Federal Awarding Agency	Department of Housing and Urban Development

Background

This Subrecipient Agreement is made between the City of Urbana, Illinois (the "City") and Cunningham Township (hereinafter the "Subrecipient") for Emergency Solutions Grants Agreement No. FCSAH05730

On May 14, 2021, the City submitted an application to the Illinois Department of Human Services (hereinafter "DHS") for the second round of Emergency Solutions Grants Program under the CARES Act funding (ESG-CV2) to continue a rapid rehousing program sponsored by Cunningham Township, Urbana, Illinois (hereinafter referred to as the "Participating Organization"). On July 13, 2021, the City received notice that DHS approved the City's application for ESG-CV2 funds. On July 13, 2021, the City executed an ESG-CV2 Grant Agreement FCSAH05730 with DHS to govern expenditure of ESG-CV2 funds by the City and Participating Organizations. The Participating Organization has heretofore expressed their intent to assume responsibility from the City for their respective rapid rehousing program with ESG-CV2 funds and in accordance with ESG-CV2 regulations; and in its application for ESG-CV2 funds, the City declared its intent to provide ESG-CV2 funds to the Participating Organization for their use in continuing their essential services for homeless individuals and families.

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

1. **Definitions**. Whenever used in this Subrecipient Agreement:

   A. "Act" means Subtitle C of Title IV of the McKinney – Vento Homeless Assistance Act (the McKinney Act), 42 U.S.C. 11381 *et seq*., as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and all rules and regulations promulgated thereto.

   B. "City" is defined in the Background section of this Subrecipient Agreement.

   C. "DHS" is defined in the Background section of this Subrecipient Agreement.

   D. "ESG-CV2" is defined in the Background section of this Subrecipient Agreement.

E. "Grant Agreement" means the agreement between the City and DHS executed by the City on July 13, 2021, in connection with the ESG-CV2 Grant Agreement No. FCSAH05730.

F. "Grant Application" means the application submission, May 14, 2021, on the basis of which an ESG-CV2 grant was approved by DHS, including the certifications and assurances and any information or documentation required to meet any ESG-CV2 award conditions.

G. "Grant Funds" means the assistance provided under this Subrecipient Agreement.

H. "Matching Funds" means the Subrecipient's provision value, whether in money or in-kind services, equal to any money provided by the City to the Subrecipient.

I. "Participating Organizations" is defined in the Background section of this Subrecipient Agreement.

J. "State" means the State of Illinois.

K. "Subrecipient" is defined in the Background section of this Subrecipient Agreement.

2. **Grant Award**.

A. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City shall provide up to **$119,317.50** in Grant Funds to the Subrecipient for activities identified as the responsibility of the Subrecipient in the Grant Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the Responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded it pursuant to this Subrecipient Agreement shall be used for the following purposes:

Rapid Rehousing and Case Management:	$ 119,317.50
Administration:	$ 11,922.50

3. **Matching Funds**.

A. As provided by the CARES Act, ESG-CV2 funds are not subject to the match requirements that otherwise apply to the Emergency Solutions Grants program.

4. **Allowable Costs – Rapid Re-housing Component**. Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

Housing Relocation and Stabilization Services: Eligible costs include utilities, rent fees, security deposits, last month's rent, utility deposits, case management, etc.

Tenant-Based Rental Assistance: Eligible costs are rental assistance and payment of rental arrearages, or any combination of this assistance. An ESG participant who receives tenant-based rental assistance may select a housing unit in which to live.

Project-Based Rental Assistance: An ESG-CV participant identifies a permanent housing unit that meets ESG requirements and becomes available before a participant is identified. It is the unit that is approved for project-based.

5. **Disbursement**. If and to the extent the City receives funds under the Act, the City shall reimburse the Subrecipient in accordance with the terms of this Subrecipient Agreement. Funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving Grant Funds. If the Grant Funds are discontinued or reduced for any reason, the City's payments to the Subrecipient may cease or be reduced without advance notice, and the City will not be liable for any damages as a result of such discontinuance or reduction of Grant Funds.

6. **Disallowance**. A Subrecipient shall reimburse the City for any payments it receives under this Subrecipient Agreement that are disallowed under the ESG-CV2. If the City determines that a cost for which the City has made payment is disallowed, the City shall notify the Subrecipient of the disallowance and the required course of action, which, at the City's option, will be to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require the Subrecipient immediately to repay the disallowed amount by issuing a check payable to the City.

7. **Subrecipients' Duties**.

   A. The Subrecipient shall:

      (1) Maintain detailed financial records that show the eligible essential services costs;

      (2) Submit monthly and quarterly reports to the City no later than 15 days after the end of the quarter; Failure to submit reports to the City may result in the withholding or suspension of Grant Funds until the City receives and approves such reports;

      (3) Maintain files and records as required which relate to the overall administration of the ESG-CV2; and

      (4) Provide information for an Annual Performance Report within required timeframes.

      (5) Submit monthly and quarterly Financial Status Reports to the City using the format provided by the City; and

(6) Input client data using the format approved by the Champaign County Continuum of Care into the HMIS system at least monthly;

(7) Submit monthly and quarterly Client Statistics Reports to the City using the format provided by the City;

(8) Use required forms to show participant eligibility, the calculation of resident rent, the policy showing savings program (if any) and the procedures for communicating said information to the participant, which must be maintained in participant file.

(9) Maintain adequate documentation to demonstrate the homeless eligibility of persons served by Grant Funds; and

(10) Allow representatives of the City or DHS to inspect facilities used in connection with this Subrecipient Agreement or which implement programs funded under this Subrecipient Agreement and to observe the provision of services.

B. With respect to all matters covered by this Subrecipient Agreement, the Subrecipient shall make records available for examination, audit, inspection, or copying at any time during normal business hours and as often as the City, State, U.S. Department of Housing and Urban Development, representatives of the Comptroller General of the United States, or other federal agency may require. The Subrecipients shall permit excerpts or transcriptions to be made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State, or federal.

8. **Agreement Term**. This Subrecipient Agreement is effective on July 1, 2021 and shall expire on June 30, 2022, unless terminated pursuant to this agreement.

9. **Subrecipients' representations**. The Subrecipient represents the following to the City:

A. The Subrecipient is qualified to participate in the ESG-CV2, has the requisite expertise and experience in the provision of an emergency solutions program for homeless individuals or families, and is willing to use Grant Funds to operate such a program.

B. The Subrecipient will provide services under this Subrecipient Agreement in a competent, professional, and satisfactory manner in accordance with the ESG-CV2.

10. **Default**.

A. Any breach of any representation or other provision of this Subrecipient Agreement will constitute a default. A default by a Subrecipient also will consist of any of the following:

(1) Use of Grant Funds for a purpose other than as authorized herein;

(2) Noncompliance with the Act or the requirements of the Interim Rule published at 24 CFR Parts 91 and 576 on December 5, 2011, at FR-5474-I-01, a copy of which is attached as Attachment A; or

(3) Failure to maintain detailed financial records concerning the use of the Grant Funds.

B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the Section of this Subrecipient Agreement, which the non-defaulting party believes was breached. The defaulting party will have fourteen (14) calendar days from the date notice was given to cure or remedy the default. During any such period following the giving of notice, the non-defaulting party may suspend performance under this Subrecipient Agreement until the defaulting party gives written assurances to the non-defaulting party, deemed reasonably adequate by the non-defaulting party, that the defaulting party will cure or remedy the default and remain in compliance with its duties under this Subrecipient Agreement.

C. If the defaulting party is the City, and it fails to cure or remedy the default as provided herein, the non-defaulting party may exercise any right, power, or remedy granted to it pursuant to this Subrecipient Agreement or applicable law.

D. If the defaulting party is a Subrecipient, and it fails to cure or remedy the default as provided herein, the City may take one or more of the following actions:

(1) Direct the Subrecipient to submit progress schedules for completing approved activities;

(2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

(3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;

(4) Reduce or recapture the Grant Funds authorized herein;

(5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;

(6) Exercise other appropriate action including, but not limited to, any remedial action legally available.

E. A Subrecipient shall make any reimbursement required by this Section no more than thirty (30) days after the City directs such reimbursement.

11. **Indemnification**. The Subrecipient shall indemnify and defend the City, its agents, employees, officers, and elected officials against all claims or liability whatsoever, including attorney's fees and costs, resulting from the Subrecipient's activities under this Subrecipient Agreement, except for those resulting from the willful misconduct or negligence of the City or its agents, employees, officers, or elected officials. This section will survive the termination of this Subrecipient Agreement.

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

13. **Third Party Beneficiaries**. This Subrecipient Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

14. **Assignment**. The Subrecipients shall not assign, convey or otherwise transfer any of their rights, duties, or obligations under this Subrecipient Agreement to another person or entity without the express written consent of the City and authorization of DHS. In the event any Subrecipient seeks to assign, convey, or otherwise transfer any of its rights, duties, or obligations under this Subrecipient Agreement, the Subrecipient shall demonstrate that it will use an open, impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties or obligations.

15. **Entire Agreement; Amendments in Writing**. This Subrecipient Agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this Subrecipient Agreement, and may not be amended except by a writing signed by all parties. All attachments to this Subrecipient Agreement are incorporated herein by this reference thereto.

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

17. **Notices**. The parties shall give all notices required or permitted by this Subrecipient Agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

TO THE CITY:

Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street

Urbana, Illinois 61801

TO CUNNINGHAM TOWNSHIP: Danielle Chynoweth
Township Supervisor
205 West Green Street
Urbana, Illinois 61801

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

19. **Compliance with Laws and Regulations**.

    A. The Subrecipient shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations, as amended from time to time, including without limitation the Act; the ESG-CV2 Emergency Solutions Grants Program, Consolidated Plan Conforming Amendments; and Attachment A.

    B. The Subrecipient shall comply with the State required certifications provided for in the Grant Agreement and attached as Attachment B. These certifications are in addition to any certifications required by any federal funding source as set forth in this Subrecipient Agreement. The Subrecipient's execution of this Subrecipient Agreement will serve as their attestation that the certifications made herein are true and correct.

20. **Interpretation**. The parties shall construe this Subrecipient Agreement according to its fair meaning and not strictly for or against any party.

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

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

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

Date: _____, 2021

Attest: _____
Phyllis D. Clark, City Clerk

CUNNINGHAM TOWNSHIP, URBANA, ILLINOIS

By: 

Name: Danielle Chynoweth

Title: Supervisor

Date: August 9, , 2021

ATTACHMENT A:

24 CFR Parts 91 and 576

Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments; Interim Final Rule

December 5, 2011

ATTACHMENT B

STATE OF ILLINOIS REQUIRED CERTIFICATIONS

MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND CHAMPAIGN COUNTY HEALTH CARE CONSUMERS FOR HEALTH CARE ASSISTANCE AND NAVIGATION SERVICES

This Memorandum of Understanding (the **"MOU"**) is entered as of January 1, 2022, by and between Champaign County Health Care Consumers (CCHCC), with an address of 44 E Main St #208, Champaign, IL 61820 and The Cunningham Township Supervisor's Office (CTSO), with an address of 205 W. Green St. Urbana, IL 61801, collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration for providing "Health Care Assistance and Navigation Services."

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing the following services for Cunningham Township participants and referrals of Urbana residents:

    a. Medical Navigation including:
        i. Health Insurance Navigation (Medicaid, Marketplace, Medicare)
        ii. Other IDHS navigation (SNAP, TANF, etc)
        iii. Hospital Financial Assistance
        iv. Medical Care navigation assistance (primary, specialist, dental, eye)
    b. Prescription and Medical Equipment Assistance
    c. Referrals to CTSO
    d. Staff training and coordination

2. **Roles and Responsibilities of CCHCC**
    a. **Administrative and Financial Disclosure**
        i. CCHCC agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
        ii. CCHCC will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
        iii. CCHCC will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of CCHCC, and CCHCC will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
        iv. No person shall be excluded from participation in programs the Township

is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law or by municipal ordinance.

v. CCHCC will comply with all applicable statutes, ordinances and regulations. CCHCC will not use any of these funds for lobbying purposes. CCHCC may use these funds to provide opinions on policy matters. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the CCHCC will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Programmatic Services

i. Navigation Services:

CCHCC will provide the following services to Cunningham Township participants as well as referrals of Urbana residents, who qualify for CCHCC services:

1. Health Insurance Navigation (Medicaid, Marketplace, Medicare)
    a. Support in applying for, navigating, and updating health insurance.
2. Other IDHS navigation (SNAP, TANF, etc)
    a. Support applying for SNAP, TANF and other entitlements and navigating issues with these.
3. Hospital Financial Assistance
    a. Support applying for Carle Patient Financial Services and other options for past due or future bills.
4. Medical Care navigation assistance
    a. Support establishing a Primary Care Physician, and accessing specialists, eye, and dental care.

It is estimated that 150 Urbana residents will be served per quarter

ii. Emergency Prescription and Medical Equipment Assistance

1. CCHCC will pay for (and get reimbursed for) Prescription and/or Medical Equipment Assistance for Urbana residents when a) no other agency can provide support b) the participant faces serious health consequences for not taking the prescription c) the support

is one-time or short term d) the amount requested is reasonable (generic is used when possible, etc).

2. It is estimated that 25 Urbana residents will be served per quarter

iii. Referrals to CTSO

1. Urbana residents who contact CCHCC first for support will be screened for CTSO services: (Are you out of work? Are you behind on rent? Do you need a food pantry delivery?) and referred to CTSO by emailing their name and contact information to: info@cunninghamtownship.org.

iv. Staff training and coordination

1. Once per year, CCHCC and CTSO staff representatives will meet to train on changes in medical care, review services and coordinate systems of care.

v. Reporting: CCHCC shall report to CTSO quarterly, along with providing invoices on:

1. Number of Urbana residents served that quarter, broken down by each service.
2. Names of participants referred to CTSO or supported from CTSO and services provided

vi. Tracking and Invoicing: CCHCC shall invoice Cunningham Township quarterly a flat $4,000 for navigation services at the end of each quarter plus any prescription drug coverage for Urbana residents capped at $1,500 for the year.

3. Roles and Responsibilities of The Cunningham Township Supervisor's Office (CTSO)

a. Referrals:

i. Referrals from CTSO will be provided directly from a CTSO staffer to CCHCC by emailing the cchcc@cchcc-il.org address, or emailing certain specific CCHCC staff members directly, ccing the participant if they have an email, providing a phone number, and a short overview of the need. CCHCC will follow up by email or phone directly to the participant and report back to the CTSO staffer by email to confirm contact was made or request additional contact help.

ii. CTSO will ensure participant consent prior to making a referral.

b. Financial Support:

i. Cunningham Township shall pay CCHCC quarterly based on invoices at the rate of $4,000 per quarter.

ii. Cunningham Township shall reimburse CCHCC quarterly for Emergency Prescription and Medical Equipment Assistance based on invoices, with a maximum cap for the year of $1,500.

4. **Term.** This Agreement shall commence January 1, 2022 and end December 31, 2022.
5. **Supercession**. This MOU supersedes any prior agreements.
6. **Termination**. The MOU may be terminated by Township or CCHCC upon a 30 day notice in writing to the other party. The notice shall include the reason for termination.
7. **Amendments**. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. **Conflicts.** In the event of an unresolveable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

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

CCHCC

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed: 

By: Danielle Chynoweth

Date: February 14, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND THE CHANNING MURRAY FOUNDATION FOR FOOD ASSISTANCE

This Memorandum of Understanding (the **"MOU"**) is entered as of September 15, 2022, by and between Channing-Murray Foundation, with an address of 1209 W. Oregon St. Urbana, IL 61801 and The Cunningham Township Supervisor's Office, with an address of 503 W. Green St. Urbana, IL 61801, collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration on food pantry delivery service, hereby named, "The Bucket Brigade";

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to coordinating and implementing the Bucket Brigade(BB), which is food pantry delivery service to low income residents who request it. BB activities include referring clients, organizing addresses, coordinating with food donors, preparing food packages, making deliveries, accounting for associated costs, data collection, and reflecting and enhancing program design.

2. **Roles and Responsibilities of Channing-Murray Foundation (CMF)**
    a. **General**
        i. CMF agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
        ii. CMF will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
        iii. CMF will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of the CMF, the CMF will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
        iv. No person shall be excluded from participation in programs the Township is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds

provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law.

v. CMF will comply with all applicable statutes, ordinances and regulations. The CMF will not use any of these funds for lobbying purposes. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the CMF will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Bucket Brigade

i. Food Quality/Quantity Assurance:
   1. CMF will ensure weekly deliveries to at least 20 CTSO referred households. Deliveries will have at least 20 pantry items per delivery, including fresh produce when available. Produce will be kept in accordance with standards acceptable to the Champaign Urbana Public Health District. Typical deliveries will include: shelf stable items (soups, rice, pasta, snacks, cereal/oatmeal), bread/sweets, meat/dairy, fruit/juice, and fresh vegetables when provided by Solidarity Gardens or other sources.
   2. In addition, CMF will provide the number of hotel kits requested by CTSO weekly. These included paired down deliveries for foods able to be prepared in a microwave or without heat.
   3. If requested, CMF will deliver additional CTSO-purchased items (such as toiletries and cleaning supplies) to homes, when feasible.

ii. Data Processing and Data Security: CMF will be responsible for collecting delivery request forms from CTSO and will limit access to recipient's contact information to a small number of staff and volunteers necessary for implementing delivery. CMF staff and volunteers shall sign and adhere to the CTSO confidentiality agreement. CMF will share the full recipient list with CTSO weekly.

iii. Deadlines: For any delivery requests that come in after the Friday deadline, CMF can prepare emergency kits available for pick up by CTSO staff within one business day of request

iv. Branding: Bucket Brigade will be branded as a shared project of Cunningham Township and Channing Murray Foundation.

v. Coordination: CMF program coordinator will meet at least monthly with CTSO staff to review progress and consider program enhancements.

vi. Tracking and Invoicing: CMF will track weekly delivery numbers of recipients and invoice CTSO monthly within 4 weeks of delivery. CTSO will

only be invoiced for residents with Urbana addresses, as well as residents with children in Urbana schools.

3. **Roles and Responsibilities of The Cunningham Township Supervisor's Office (CTSO)**
    - **i.** Referring Clients: To their best ability, CTSO will provide CMF with the most up-to-date household information for delivery to their recipients as well as notify recipients when to expect delivery.
    - **ii.** Deadlines: CTSO will intake delivery requests and share a recipient list with CMF by the end of the workday Friday for delivery on Wednesday of the following week. Deadlines may change if both agree in writing without the need for an updated MOU.
    - iii. Communication: Township staff will be available to answer questions from any time the township is open and during delivery times to help coordinate missed connections and/or aid in assisting volunteers when serving recipients in crisis.
    - iv. Prioritizing Food Requests: CTSO will manage food delivery requests and prioritize families/individuals with mobility issues or families who are otherwise unable to access walk-up/drive-up food pantries. CTSO will cap the delivery list at 20 families. CTSO will direct any families/individuals who are over the cap to other food assistance programs.
    - v. Coordination: CTSO program coordinator will meet at least monthly with CMF staff to review progress and consider program enhancements.
    - vi. Volunteer recruitment: CTSO agrees to distribute via email, social media, or other means, any calls for Bucket Brigade volunteers prepared by CMF.
    - vii. Financial Support: CTSO will reimburse CMF on a per delivery basis as follows:
        1. $15 per household delivery of grocery and specialty items
        2. $20 for hotel kits with ready-to-eat foods, and any emergency bags requested outside of regular delivery window (such as emergency housing deliveries)

1. **Term.** This Agreement shall commence as of September 15, 2022 as stated above, and may be renewed annually, if agreed to in writing by both parties. This MOU will end no later than May 1, 2026 (the end of the elected term of the Supervisor). This MOU is subject to annual board approval of the budget.
2. **Supercession**. This MOU supersedes any prior oral or written agreements.
3. **Termination**. The MOU may be terminated by Township or Channing Murray Foundation upon a thirty-day notice in writing.

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

5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

9. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

10. **Conflicts.** In the event of an unresolveable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.

11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

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

Channing-Murray Foundation

Signed: _____

By: Emily McKown Executive Director Channing-Murray Foundation

Date: 9/21/2022

Cunningham Township Supervisor's Office

Signed: _____

By: Danielle Chynoweth, Cunningham Township Supervisor

Date: September 13, 2022

Continuum of Service Providers to the Homeless (CSPH)
Executive Committee
Member Appointment Form

The Champaign County Continuum Service Providers to the Homeless Governance Charter defines the Executive Committee as appointed members of the CDBG entitlement communities in Champaign County, the Veterans Administration, the Housing Authority of Champaign County, and all organizations that are a direct recipient of Continuum of Care and/or Emergency Solutions Grant funding (Article 6b. Continuum of Care Executive Committee Members).

The aforementioned entities are responsible for determining whom within their organization will serve on the Executive Committee.

If an Executive Committee member leaves mid-term, it is the responsibility of the organization to appoint another individual from his or her organization to serve on the Executive Committee.

Agency Name: Cunningham Township

Staff Representative Appointed to Executive Committee: Danielle Chynoweth (Jazmine Hernandez in the Supervisor's Absence)

Printed Name of Authorized Representative: Danelle Chynoweth

Signature of Authorized Representative: 

Date of Appointment: July 1, 2022

MEMORANDUM OF UNDERSTANDING BETWEEN CHAMPAIGN URBANA PUBLIC HEALTH DISTRICT AND CUNNINGHAM TOWNSHIP TO FILL EMERGENCY HOUSING GAPS

This Memorandum of Understanding (the **"MOU"**) is entered as of November 16, 2022, by and between Cunningham Township with an address of 205 W. Green St., Urbana, IL 61801 and The Champaign Urbana Public Health District, with an address of 201 W. Kenyon Road, Champaign 61820, collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration on Homeless Services.

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.**
    a. The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing the winter emergency housing for individuals who can not be safely served in other shelters including families, LGBTQ+ residents with risk factors, and people with disabilities not accommodated by shelter.

2. **Roles and Responsibilities of CTSO**
    a. **Emergency Housing**
        i. Program:
            1. CTSO shall operate up to 4 more units of emergency housing, in addition to its current 12 units of emergency housing (8 at 206 and 208 E. California Ave, Urbana and 4 in hotel rooms funded through the State of Illinois).
            2. The term of reimbursement shall be from November 15, 2023 to June 30, 2023 with the intention to taper off the program after the winter months.
            3. QUALIFICATIONS
                a. Is literally homeless by HUD's Definition AND
                b. Qualifies for CTSO's Emergency Housing for Families, but there are no vacancies at the time, OR
                c. Qualifies for Emergency Family Shelter, Roundhouse, or other family shelter but there are no vacancies at the time, OR

d. Has a disability or medical fragility that can not be accommodated by shelter, OR
e. Has risk factors for staying in congregate shelter (LGBTQ+, sexual assault survivor)

4. INTAKE
   a. Families are referred through the school districts/ROE
   b. Individuals are referred through area emergency shelters.
   c. Residents shall be screened for program qualification.
5. SERVICES
   a. Short term emergency housing, case management, emergency food support, transportation support, support applying for General Assistance or Rental Assistance, support applying for and locating permanent housing options, support requesting vital documents, support obtaining child care, connection to substance abuse or mental health counseling, referrals to other support such as CUPHD, Medicaid, SNAP and TANF.

ii. Reporting: CTSO shall report to CUPHD and the CSPH meetings at least monthly the following information:
   1. Brief report on progress
   2. Daily census count
   3. # of turn aways during the month and reasons
   4. # unplanned exits and reasons
   5. # successful transitions to more stable housing.

iii. Data: CTSO shall enter all residents of Emergency Housing into the County Wide HMIS system so that residents may become eligible for other homeless services.

iv. Branding: CUPHD as a funding partner shall be included in all press releases and promotional materials for the program.

v. Tracking and Invoicing: CSTO shall invoice CUPHD on a monthly basis for reimbursements for costs, providing an itemization broken down by hotel costs, any damages, staff compensation (including benefits), food, and supplies.

b. Oversight

i. CTSO agrees to cooperate with site visits with CUPHD, as requested, for CUPHD staff to tour and review programs in progress.

ii. CTSO will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.

iii. CTSO will provide to the CUPHD, upon reasonable notice, access to and the right to examine such books and records of CTSO, and CTSO will make such reports to the CUPHD, as the CUPHD may reasonably require so that the CUPHD may determine whether there has been compliance with this Agreement.

iv. No person shall be excluded from participation in programs the CUPHD is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law or by ordinance.

v. CTSO will comply with all applicable statutes, ordinances and regulations. CTSO will not use any of these funds for lobbying purposes. CTSO may use these funds to provide opinions on policy matters. If it is determined by the Administrator of the CUPHD that any expenditure made with the funds provided under this Agreement is prohibited by law, then CTSO will reimburse the CUPHD any amount that is determined to have been spent in violation of the Agreement and/or grant.

3. Roles and Responsibilities of CUPHD

a. Financial Support:

i. CUPHD shall reimburse CTSO based on monthly invoices listing expenditures related to the operation of Emergency Housing as defined above. The total amount shall not exceed $65,000.

4. **Term.** This Agreement shall commence on November 15, 2022 and end June 30, 2023.

5. **Supercession**. This MOU supersedes any prior agreements.

6. **Termination**. The MOU may be terminated by CUPHD upon a 7 day notice in writing to CTSO. If the MOU is terminated for failure of CTSO to comply with the covenants and conditions set forth herein, CTSO will be given the opportunity in those 7 days to comply with the covenants.

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

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement

between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. **Conflicts.** In the event of an unresolveable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.

14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

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

CTSO

Signed: _____

By: _____

Date: _____

CUPHD

Signed: _____

By: Julie Pryde, Public Health Administrator

Date: _____

CITY OF CHAMPAIGN TOWNSHIP

Andrew J. Quamstrom
Supervisor

November 16th, 2022

City of Urbana
400 South Vine Street, Urbana, IL, 61801
City of Champaign
201 N. Neil St., Champaign, IL 61820
Champaign County
1776 E. Washington St., Urbana, IL 61802

Dear Municipal Representatives -

The City of Champaign Township extends its support for American Rescue Plan Act (ARPA) and Housing and Homelessness Innovations (HHI) Consolidated Fund applications submitted by the Cunningham Township Supervisor's Office (CTSO) to improve the continuum of homeless services in our community.

CTSO is a strong partner with a demonstrated track record of providing impactful services to alleviate homelessness and housing insecurity in Champaign County. Their applications for Emergency Housing to Fill Local Gaps, Homeless Prevention Through Rental Assistance, and Housing Navigation & Supportive Services will help to fill holes identified in the community.

We believe that by funding projects operated by CTSO, the comprehensive system of social services in this community can continue to blossom in a way that is most beneficial for those most vulnerable.

The City of Champaign Township and CTSO continue to work together closely on programs designed to eradicate the core issues of those experiencing homelessness and housing insecurity in the community. The City of Champaign Township supports CTSO's application funding to benefit those in our community who are homeless or at risk of becoming homeless.

Warm Regards,

Bailee VanAntwerp
Deputy Township Supervisor
City of Champaign Township
Bailee.vanantwerp@champaignil.gov

C-U at HOME
www.cuathome.us

November 14th, 2022

City of Urbana
400 South Vine Street, Urbana, IL, 61801
City of Champaign
201 N. Neil St., Champaign, IL 61820
Champaign County
1776 E. Washington St., Urbana, IL 61802

Dear Municipal Representatives -

C-U at Home extends its support for American Rescue Plan Act (ARPA) and Housing and Homelessness Innovations (HHI) Consolidated Fund applications submitted by the Cunningham Township Supervisor's Office (CTSO) to improve the continuum of homeless services in our community.

C-U at Home is in support of a fully functional shelter system which addresses gaps in service provided to the homeless. This shelter system would address the needs of low-barrier, mid-barrier, and high-barrier clients. This shelter system would also address the needs of family seeking shelter, along with the medically fragile. CTSO is a strong partner with a demonstrated track record of providing impactful services to alleviate homelessness and housing insecurity in Champaign County.

C-U at Home and CTSO continue to work together closely on programs designed to eradicate the core issues of those experiencing homelessness and housing insecurity in the community. C-U at Home fully supports CTSO's application funding to benefit those in our community who are homeless or at risk of becoming homeless.

If you require any further information, please contact us.

Warm Regards,
Melissa Courtwright
Melissa Courtwright
Executive Director
C-U at Home
melissa@cuathome.us

Public Health
Prevent Promote Protect
Champaign-Urbana Public Health District

November 9th, 2022

City of Urbana
400 South Vine Street, Urbana, IL, 61801
City of Champaign
201 N. Neil St., Champaign, IL 61820
Champaign County
1776 E. Washington St., Urbana, IL 61802

Dear Municipal Representatives -

Champaign-Urbana Public Health District extends its support for American Rescue Plan Act (ARPA) and Housing and Homelessness Innovations (HHI) Consolidated Fund applications submitted by the Cunningham Township Supervisor's Office (CTSO) to improve the continuum of homeless services in our community.

CTSO is a strong partner with a demonstrated track record of providing impactful services to alleviate homelessness and housing insecurity in Champaign County. Their applications for Emergency Housing to Fill Local Gaps, Homeless Prevention Through Rental Assistance, and Housing Navigation & Supportive Services will help to fill holes identified in the community.

Champaign-Urbana Public Health District and CTSO continue to work together closely on programs designed to eradicate the core issues of those experiencing homelessness and housing insecurity in the community. Champaign-Urbana Public Health District fully supports CTSO's application funding to benefit those in our community who are homeless or at risk of becoming homeless.

If you require any further information, please contact us.

Respectfully,

Julie A. Pryde, MSW, LSW, MPH, CPHA

Champaign-Urbana Public Health District * 201 W. Kenyon Rd., Champaign, IL 61820 * www.c-uphd.org
Julie A. Pryde, MSW, MPH, Administrator * jpryde@c-uphd.org * 217.531.5369 * 217.531.5381 fax
IL Licensed Social Worker * Certified Public Health Administrator
Champaign-Urbana Public Health District has been a PHAB nationally accredited health department since 2014

Housing Authority of Champaign County
Growing & Moving Forward Together

Housing Authority of Champaign Co
2008 N. Market St.
Champaign, Illinois 61822
Phone : (217) 378-7100
Fax : (217) 378-7113

November 9th, 2022

City of Urbana
400 South Vine Street, Urbana, IL, 61801
City of Champaign
201 N. Neil St., Champaign, IL 61820
Champaign County
1776 E. Washington St., Urbana, IL 61802

Dear Municipal Representatives -

The Housing Authority of Champaign County (HACC) extends its support for American Rescue Plan Act (ARPA) and Housing and Homelessness Innovations (HHI) Consolidated Fund applications submitted by the Cunningham Township Supervisor's Office (CTSO) to improve the continuum of homeless services in our community.

CTSO is a strong partner with a demonstrated track record of providing impactful services to alleviate homelessness and housing insecurity in Champaign County. Their applications for Emergency Housing to Fill Local Gaps, Homeless Prevention Through Rental Assistance, and Housing Navigation & Supportive Services will help to fill holes identified in the community.

HACC and CTSO continue to work together closely on programs designed to eradicate the core issues of those experiencing homelessness and housing insecurity in the community. HACC fully supports CTSO's application funding to benefit those in our community who are homeless or at risk of becoming homeless.

If you require any further information, please contact us.

Warm Regards,

Lily L. Walton
Executive Director
Housing Authority of Champaign County
lilyw@hacc.net

URBANA SCHOOL DISTRICT #116

Jean F. Burkholder Administrative Service Center
1101 E. University Ave., Suite B
Urbana, IL 61802
www.usd116.org

URBANA
SCHOOL DISTRICT #116
Dr. Jennifer Ivory-Tatum
Superintendent

November 9th, 2022

City of Urbana
400 South Vine Street, Urbana, IL, 61801
City of Champaign
201 N. Neil St., Champaign, IL 61820
Champaign County
1776 E. Washington St., Urbana, IL 61802

Dear Municipal Representatives,

Urbana School District 116 extends its support for the American Rescue Plan Act (ARPA) and Housing and Homelessness Innovations (HHI) Consolidated Fund applications submitted by the Cunningham Township Supervisor's Office (CTSO) to improve the continuum of homeless services in our community.

CTSO is a strong partner with a demonstrated track record of providing impactful services to alleviate homelessness and housing insecurity in Champaign County. Their applications for Emergency Housing to Fill Local Gaps, Homeless Prevention Through Rental Assistance, and Housing Navigation & Supportive Services will help to fill holes identified in the community.

Urbana School District 116 is committed to ensuring our students and families have secured arrangements to attend school. This programming and partnership provide comfort in knowing our families have housing support, especially with inclement weather and as extended holidays approach.

Urbana School District 116 and CTSO continue to work together closely on programs designed to eradicate the core issues of those experiencing homelessness and housing insecurity in the community. USD116 fully supports CTSO's application funding to benefit those in our community who are homeless or at risk of becoming homeless.

If you require any further information, please contact us at 217.384.3600.

Warm Regards,

Superintendent
jivory-tatum@usd116.org

Cunningham Township
Danielle Chynoweth, Supervisor
205 WEST GREEN ST • URBANA, IL 61801
(217) 384-4144 • FAX: (217) 367-7063
WWW.CUNNINGHAMTOWNSHIP.ORG

Memorandum of Understanding between
Cunningham Township Supervisor's Office
Community Partner: Crisis Nursery

Date: 8/5/2021

The purpose of this Memorandum of Understanding is to provide a framework for cooperation between Cunningham Township Supervisor's Office and Champaign County community partners. Each party of this MOU will maintain its own identity when providing services and referrals for Cunningham Township's Emergency Housing Program.

Partnering agency agrees to:

1. Sign this agreement.
2. Have referring staff attend an orientation with CTSO.
3. Complete participants' initial household screening using documentation provided by CTSO.
4. Complete diversion counseling rubric, provided by CTSO, with participants upon initial contact.
5. Assist participants in submitting relevant applications (General Assistance, Rental Assistance, etc).
6. Provide participants with any relevant internal services and referrals to other relevant programs and benefits in Champaign County.
7. Submit a referral document to CTSO including documentation listed above.

CTSO agrees to:

1. Screen referrals for eligibility for CTSO programs, supporting applicants with necessary documentation.
2. For families who qualify, we will provide emergency shelter as funds are available and the participant engages in case management.
3. Complete a VI-SPDAT assessment with participants within 3 days of their hotel stay and forward to Centralized Intake for the Homeless.
4. Provide participants with referrals to all other relevant programs and benefits in Champaign County.

Cunningham Township
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5. Assist participants in signing up for SSI/SSDI, unemployment, and food support, as needed.
6. Conduct weekly check ins with participants, maintain case notes and arrange weekly hotel extensions, if conditions are met.
7. Consult with participants and appropriate agencies to plan and execute an exit strategy from the hotel and into more permanent stable housing.
8. Coordinate communication between hotel, the participant, CTSO and referring agencies.
9. Let participating agencies know of successes and program openings.

Cunningham Township Supervisor's Office

Danielle Chynoweth
Supervisor, Cunningham Township

8/5/2021
Date

Partnering Agency:

Stephanie Record

Agency Contact: Stephanie Record, Executive Director
Phone Number: 217-337-2731

8/5/2021
Date

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND
BOARD OF EDUCATION OF URBANA SCHOOL DISTRICT NO. 116

This Addendum to Intergovernmental Agreement between the Cunningham Township Supervisor's Office (CTSO) and Board of Education of Urbana School District No. 116 (School District), entered this __19th_ day of _____April_____, 2022.

WHEREAS, the CTSO and School District entered into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 22/1 *et seq.*, on February 16, 2021, for the purposes of cooperating and collaborating to assist in making adequate housing available to homeless families with the Urbana School District boundaries; and

WHEREAS, the parties seek to expand the agreement through this Addendum in order to provide additional services to families in the Urbana School District boundaries through the placement of a Housing and Homeless Case Manager in the Schools.

NOW, THEREFORE, the School District and CTSO agree:

1. The CTSO will assign a full time Housing and Homeless Case Manager – to assist families within the School District who are facing homelessness or housing insecurity to connect them to available resources – for the purposes of implementing the Intergovernmental Agreement, commencing May 1st. The Housing and Homeless Case Manager will serve at least half (.5) time on-site within the schools, when there are activities, and the remainder at CTSO. Unless otherwise agreed to, this position will follow the CTSO holiday and daily schedule of 8:30-12 and 1-4:30 with flex time to participate in key afterhours engagement opportunities. This position will access paid time off as per CTSO policy which is currently 15 holidays and 1 sick and 1 vacation day earned per month plus two personal days per year.

2. CTSO will be the sole employer of the Housing and Homeless Case Manager, and the School District will reimburse CTSO in the amount of Fifty-Four Thousand Three Hundred and no/100 Dollars ($54,300.00) of the Housing and Homeless Case Manager's salary and benefits. The School District will reimburse CTSO in a single lump sum within thirty (30) days of receipt of an invoice from CTSO for payment. The Case Manager will be Supervised by Cunningham Township and in no event shall the Housing and Homeless Case Manager be considered a shared or borrowed employee of the School District.

3. CTSO agrees that they will provide insurance coverage as follows:
    a. Worker's Compensation Insurance / Occupational Disease Coverage
        i. CTSO shall furnish to the School District satisfactory proof that it has taken out for the period covered by this Addendum full Worker's Compensation Insurance as required by Illinois law for the person(s) assigned as the Housing and Homeless Case Manager.
        ii. CTSO shall provide the School District a certificate that CTSO is covered with Worker's Compensation Insurance, which shall include, but not be limited to,

the policy number, the effective date, and the expiration date. A waiver of subrogation is required.

b. General Liability
    i. CTSO shall purchase and maintain liability insurance covering all operations and conduct by or on behalf of CTSO or the Housing and Homeless Case Manager, on an occurrence basis, against:
        1. Claims for damages because of injury, sickness or disease, or death of any person other than CTSO employees;
        2. Claims for damages insured by reasonably available personal injury liability insurance coverage.
    ii. Each of said policies shall provide coverage of the following minimum amounts:

1. Bodily Injury and Property Damage	$1,000,000 occurrence
	$2,000,000 aggregate
2. Umbrella	$3,000,000 occurrence
	$3,000,000 aggregate

c. Additional insureds: CTSO's general liability policy shall include and list as additional insureds the School District, and include coverage for the respective officers, directors, board members, employees, agents, consultants, and sub consultants of the School District; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby on a non-contributory basis.

4. CTSO shall provide the Case Manager with computer, IT, phone, office supplies, and other support.

5. The School District shall provide the Case Manager with space, as available, to operate within the schools.

6. The parties agree that placement of the Housing and Homeless Case Manager in a School District building will require a background check pursuant to 105 ILCS 5/10-21.9 of The School Code. The School District shall be responsible for arranging and implementing the background check and, in the School District's sole discretion, shall make the determination of whether the proposed Housing and Homeless Case Manager satisfies the criteria to be assigned in a School District building in accordance with Section 21.9. An available building space will be provided for the Case Manager at each site.

7. In the event CTSO is unable to provide a Housing and Homeless Case Manager for placement in the School District building, or in the event the Housing and Homeless Case Manager is removed from the assignment or resigns from the assignment, CTSO shall reimburse USD the payment on a prorated basis, based on the number of days during which a Housing and Homeless Case Manager is not provided.

8. The parties agree that in the event the School District wishes to remove the Housing and Homeless Case Manager from the assignment to the School District, the parties will meet and

confer promptly to discuss the reasons for removal. The School District shall make the final determination, but said determination shall not be arbitrary or capricious.

9. This Addendum shall be effective April 25, 2022. This Addendum shall preempt Paragraph 7 of the Intergovernmental Agreement entered between the parties on February 17, 2021, but Addendum shall not affect any other terms of the Intergovernmental Agreement entered between the parties on February 17, 2021.

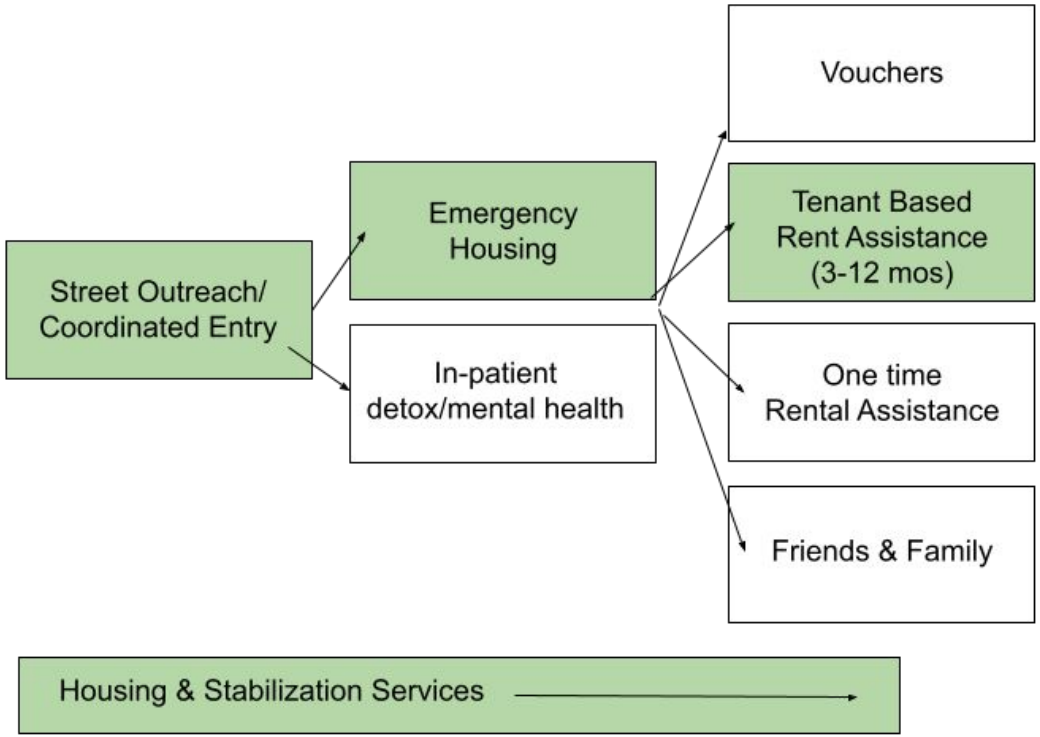
10. This Agreement shall expire on June 30, 2023.

11. In the case of disagreement, the parties shall come together to resolve the issues and if disagreement continues, either party may terminate the agreement with 30 days notice.

The State of Homeless Services for Cunningham Township Residents



CTSO Homeless Services



NOTE: Green is ESG funded and county wide.

Adults - Street Outreach

SERVICES

- **Immediate needs**: food, blankets, clothing, phones, toiletries.
- **Emergency shelter options** access support
- **Transportation help**: MTD, bus to family, transport to detox/mental health/medical facility
- **Housing Services**: Link willing residents to go through coordinated entry
- **Links** to Township Emergency Housing, General Assistance, or Move in Rental Assistance, and/or referrals to other agencies

INTAKE

- **Call CTSO** and street outreach worker dispatched during office hours.
- CM makes regular rounds to where homeless residents stay.

Adults - Street Outreach

55 served in last 12 months

21 currently engaged: 7 women, 13 men, 1 transgender

21 actively unsheltered for these reasons:

- 5 - Substance abuse
- 4 - Couple wanting to stay together
- 4 - Unwilling (safety concerns, don't like shelter)-
- 3 - Barred from shelter
- 2 - Mental health
- 3 - Unknown

Adults - Street Outreach Observations

- **Housing access for homeless residents with income**
  - Many with SSI who can not afford housing
  - Third shift workers who can't stay in night-time only shelter
- **High number of people with disabilities, medical fragility**
  - Hospitals discharging medically fragile individuals to streets
  - Low engagement with doctoring, reproductive health
- **Victims of Violence/Crime**
  - All 3 trans residents served report recent and sometimes repeated physical and sexual assault
  - Female residents served report sexual harrassment and assault
  - High theft rate - money, phone, documents.
- **Gaps in detox & mental health support**
  - Ex: Short term facilities discharge after 28 days, but no beds available in longer term facility and no longer qualified for long term after 24 hours so back to short term

Families – School Outreach

Housing Case Manager in every USD school every week

USD staff refer housing insecure families and CTSO provides:

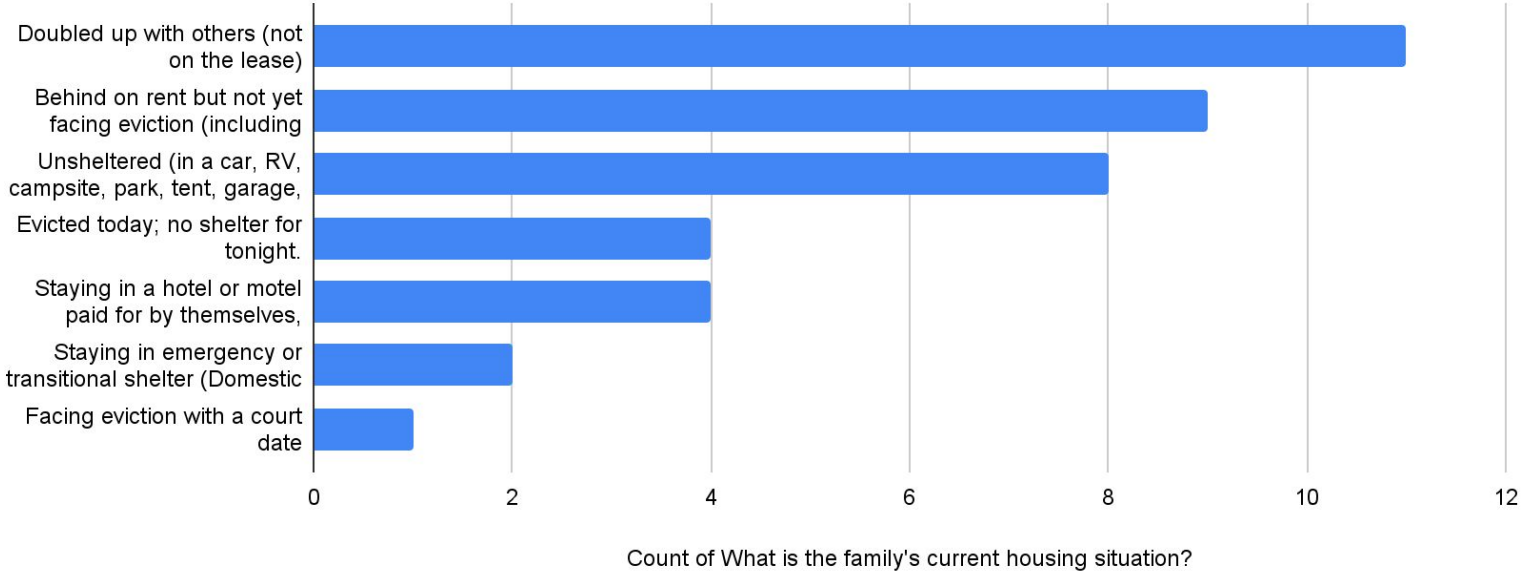
- **Emergency Housing** (for literally homeless households)
- **Rental Assistance** (for doubled up households with sufficient income)
- **Help Applying for Housing Subsidies**
- **Immediate needs**: food, phones, clothing, toiletries
- **Referrals**: General Assistance, domestic violence shelter, rape crisis, health care consumers, food delivery and pantries

Families – School Outreach

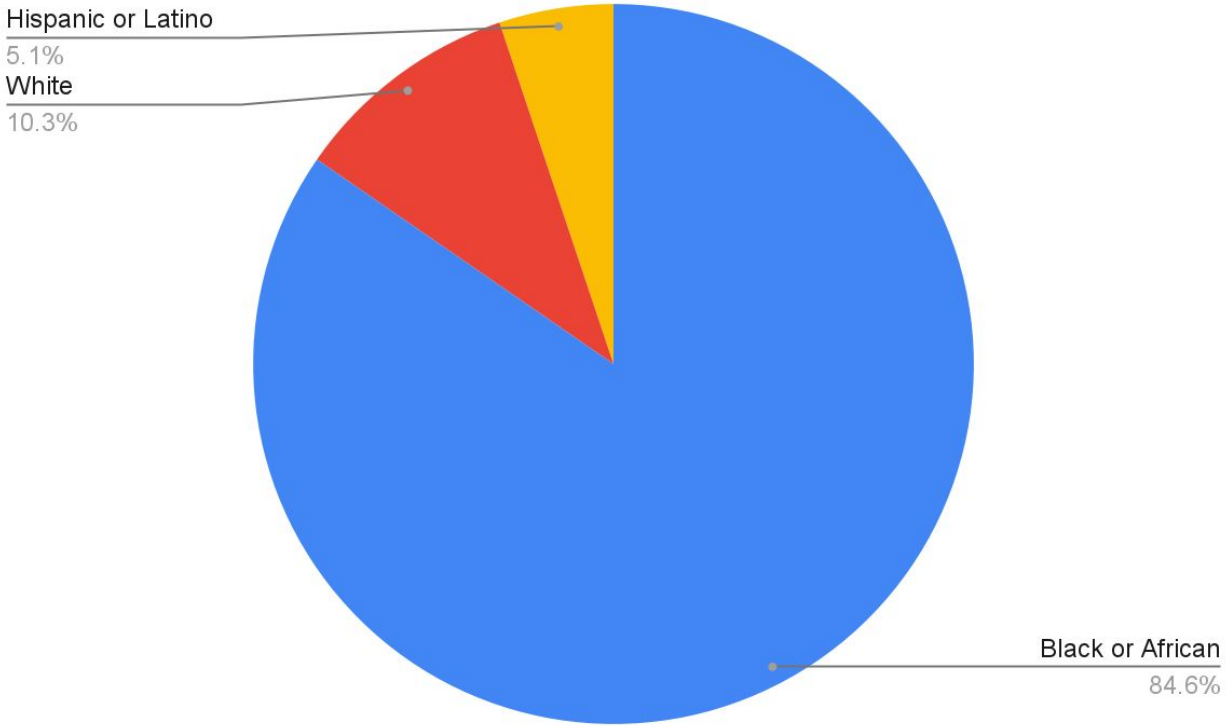
39 families incl. 81 children referred since 4/25/2022 (Program Start)

- 14 report HUD homeless
- 25 report unstable housing

7 literally homeless USD families on EH waitlist



Families – School Outreach



Emergency Housing: Families

- Township owns & operates
- **8 apartments** - 1 or 2 Bedroom
- 3 blocks from school in downtown
- For literally homeless Urbana families
- Referrals through USD & Crisis Nursery
- No time limit - average 51 days
- Intensive case management
- Funded through tax levy, USD grant, and angel donor fund





55 households with 96 children supported since 6/25/2020 with 90% success rate

Emergency Housing: Families

29-year-old Destoni, mother of six, lost her job due to the pandemic and became homeless in December 2020. A staff member at the Housing Authority saw Destoni's family sleeping in their car and referred her to Township. After two months in Bridge to Home Emergency Housing, Destoni had a job at a local hospital and moved into her own home in West Champaign with a housing voucher.



"We were at the state of homelessness. I had six little ones behind me, and I used to think that if I give up, who will take care of them? So I prayed. Township made everything easier. Honestly, without their help, I don't know if I would be in my home today."
- Destoni, Bridge to Home Graduate

Filling Gaps: For Families

- **Address Emergency Housing capacity issues**
  - 7 homeless families on our waitlist, larger than ever in our 2 year history
  - Add units that can flex as emergency or transitional

- **Invest in Transitional, Supportive Housing**
  - Most families exist within 3 months - a smaller number need more time to successfully exit namely:
    - Heads of household with temp or permanent disabilities
    - No income households (new mothers, undiagnosed issues)
    - Refugee and immigrant households waiting on determination
  - Participants need wrap around services to address mental health, DV and sexual trauma, etc
  - ESF clients can move into Maple Grove transitional, but we have no similar program in Urbana

- **Increase Housing Subsidies and/or TBRA**
  - Emergency Housing Vouchers have run out. New vouchers coming Jan 1. Need a plan after that.
  - RPC's Emergency Family Shelter qualify for vouchers, CTSO's residents do not.

Filling Gaps: For Families

- **Affordable & accessible housing for disabled heads of household**
  - 21% increase in SSI recipients in the county in 10 years. SSI is $841 per month.
- **Remove Barriers to Permanent Market Rate Housing**
  - Enforce Fair Housing Laws county wide
  - Work on income and credit repair
- **Invest in Housing as sexual assault & abuse prevention**
  - Raise awareness within the CSPH and funders about the links between homelessness & assault
  - Connect housing supports with DV, sexual assault, health, mental health services
  - Need LGBTQ+ specific housing services/competency
- **Invest in Homeless Prevention**
  - CTSO continue school program to intervene with rental assistance before evictions.
  - Increase RA support short term - CTSO (as well as RPC and CoCT) have spent 50% of RA budget in first quart

Emergency Housing: Individuals

- **4 hotel rooms - $50/day $1500/mo**
- For literally homeless individuals who are unable to stay in congregate shelter due to:
  - Disability
  - COVID/medical fragility
  - At risk (transgender, survivors)
- Referrals from shelter, hospitals, and street outreach team
- Intensive case management
- **31 individuals served in past 12 months**
- No time limit but average stay 45 days



Filling Gaps: EH for Individuals

- **Find an immediate winter low-barrier shelter solution.**

- **Support emergency housing/shelter expansion and stabilization.**
  - Find a location a 27/4 year-round low-barrier shelter.
  - We need emergency housing that supports residents in their desire for sobriety and permanent, stable housing.
  - CTSO's Hotel program is expensive with displacements during special events - in need of a permanent location.

- **Support permanent supportive housing - both vouchers and case management**
  - For chronically homeless residents and those with mental health issues to move out of living in the shelter.

- **Support culturally competent solutions for underserved populations:** LGBTQ+, medically fragile, physically/mentally disabled residents, survivors of violence in fight or flight mode.

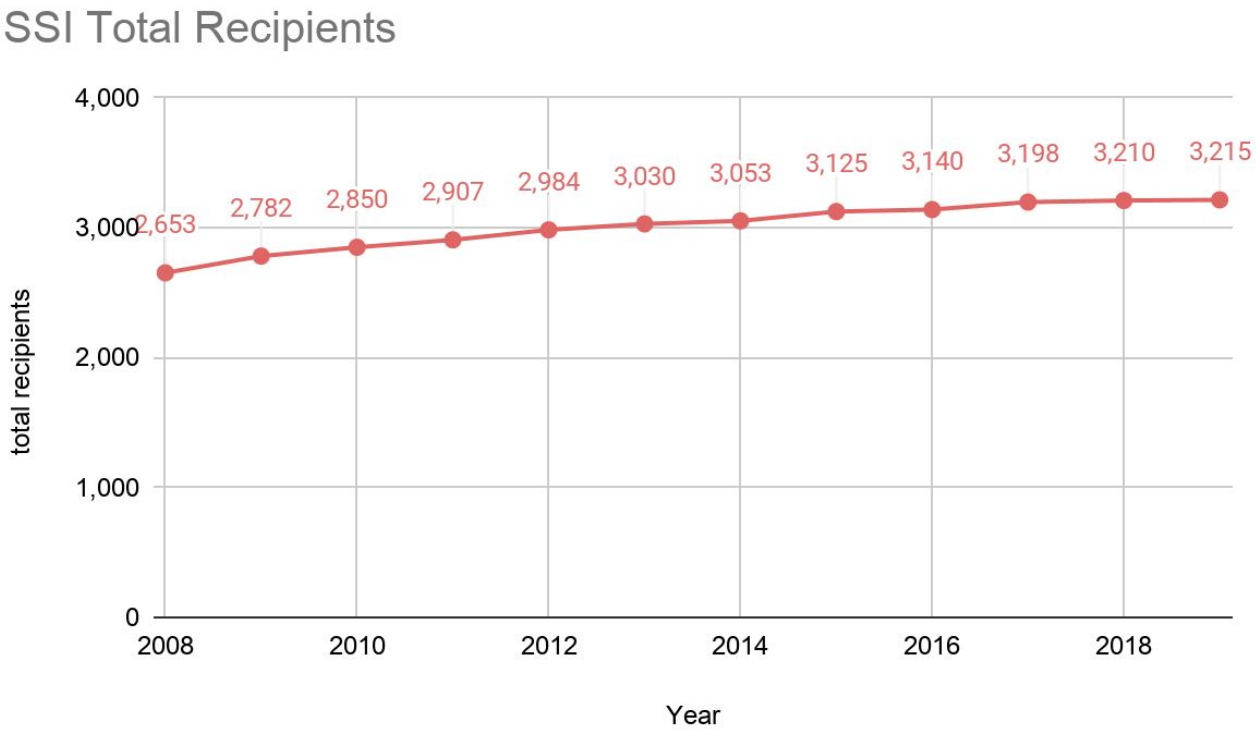
Our Aim:
To Make Homelessness **Rare, Brief** and **One Time.**

BE A PART OF THE SOLUTION



CUNNINGHAM TOWNSHIP
SUPERVISOR'S OFFICE

SSI Recipients – 21% increase



Families – School Outreach

REPORTED SITUATIONS - LITERAL HOMELESSNESS

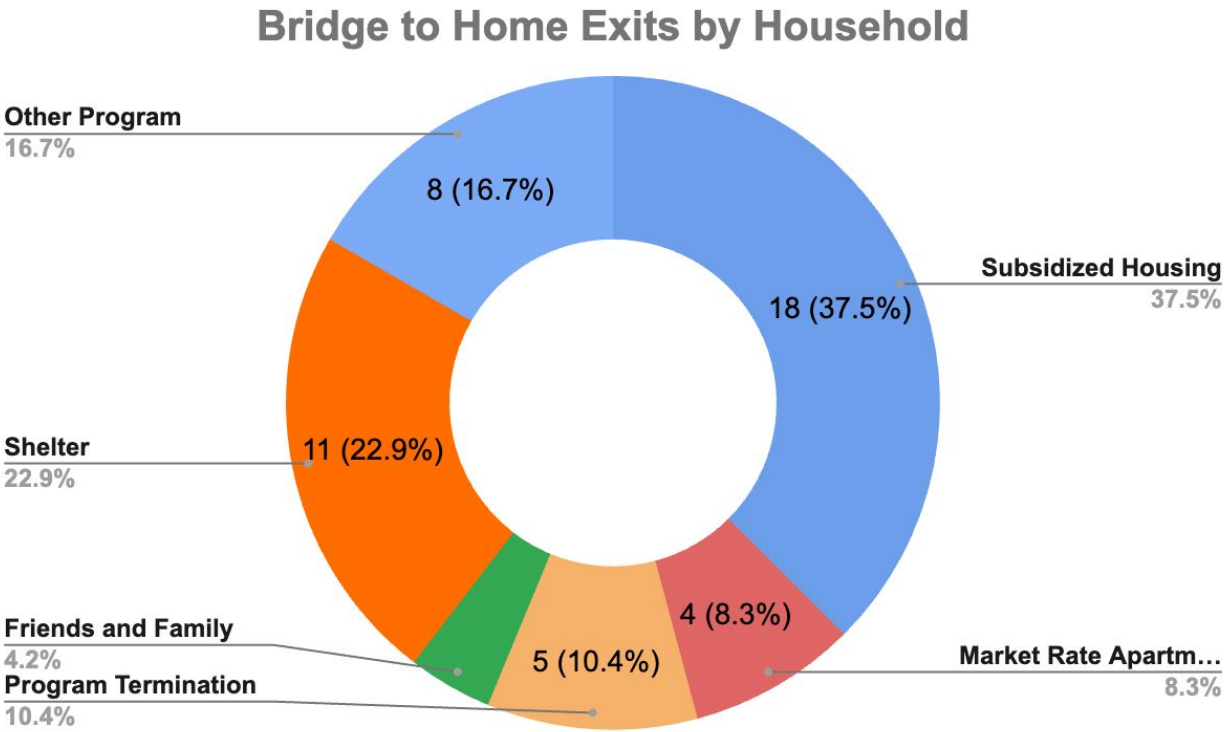
- Mom was living with child's father and left due to a Domestic Violence situation. Mom and children have been living in their car since last Saturday.
- Family is currently at Courage Connections due to a Domestic Violence situation.
- Family is living in garage.
- Family actively unsheltered; need assistance for showering, clothes to prepare the students for school.
- Migratory family supported by local non-profits/churches. The parent is having trouble seeking work due to immigration status and pregnancy.
- Family separated - mother in shelter, children moving between family members

Families – School Outreach

REPORTED SITUATIONS - UNSTABLE HOUSING

- Landlord not renewing lease. Have a voucher but need deposit and help locating housing.
- For over a year family is bouncing from house to house with friends and family.
- Family has recently been evicted and currently living in a hotel. Family is needing assistance with first month rent and deposit and support locating housing.
- After eviction, moved in with sibling - 9 kids, 4 adults, 2 dogs in one apartment.
- Landlord not renewing lease due to domestic violence calls.
- Living with someone - water about to be shut off, 5 day notice to lease-holder.
- In hotel. Mom just gained employment and need rental assistance and housing location.
- They lost their jobs due to no transportation - car broke down and living in space outside of MTD service area

Emergency Housing: Families



Families - School Outreach

OBSERVATIONS:

- Families are in and out of homelessness/their car.
- Children are housed, parent is homeless.
- Homeless trigger: domestic violence, doubled up and told/threatened to move out, family or other lease holder evicted, partner in jail/prison, staying with person with voucher, refugee, run out of money at motel
- Out of town referrals - from small towns within Champaign County, Kankakee or Chicago
- Refugees/Immigrants with legal status in limbo



Kyle Patterson

School Outreach Case Manager

659

Courage Connection Board Meeting Presentation
Monday, September 17th 5:30 at 504 E. Church Street

This is my understanding of how we got here:

- Historically there have been two organizations: Center for Women in Transition, which grew out of Women's Emergency Shelter and a Women's Fund, the first domestic violence shelter in the U.S. These merged in 2010 into Courage Connection, in what was in certain ways, an uneasy merger, that resulted in some level of siloed organization providing transitional shelter and domestic violence services, which are overlapping but not identical needs.

- Consistently, there has been a large demand for shelter - Courage Connection regularly has wait lists up to 200 residents including women and children. Emergency Family Shelter typically has a 2-10 week wait time, and a priority list of 15-30 families at any time.

- Champaign County has seen a deepening housing crisis. Champaign County residents are the most rent burdened in the state – with 60% of county residents rent burdened (79% of Champaign renters (generally not including undergrads) and 66% of Urbana residents) and about one third severely rent burdened. The number of homeless children known to the school districts has been steadily rising. There are 650 homeless school-age children in Champaign County in 2015-2016 up from 555 homeless children two years before.

- Since the merger, under a former E.D., debt was expanded, using existing properties at colleral. As a result, Courage Connection carries a significant amount of debt. Cash flow is steady and Busey has worked with Courage Connection on a plan to keep interest rates low and pay off within 10 years.

- Since then, there have been a number of funding shifts in the field and the organization:
    - Federal funding for transitional shelter has largely eviscerated.
    - After a crisis in state funding for the DV shelter, and federal funding for transitional shelter, Courage Connection conducted strong and successful local and state/fed fundraising and has income similar to pre-crisis levels.
    - That said, most of the domestic violence funding received by Courage Connection CAN NOT be used to pay towards mortgages or transitional shelter.
    - Courage Connection leadership has observed that Courage Connection identified several issues in the organization:
        - The organization is siloed between "Main Street" (the DV shelter) and "Church Street" (the transitional shelter). They seek one unified organization.

    - Residents primarily access DV services through the DV shelter. The organization seeks to serve residents in need for DV services who are not unsheltered using an “advocacy first” model for DV services.
    - Although for most homeless women, DV is part of their story, the needs of women who are primarily seeking shelter are different than those fleeing DV - mixing these populations has resulted in some conflicts. Courage Connection is seeing more women cycling in and out of homelessness, with mental health, drug addiction, etc.
    - Women in the transitional housing averaged 4-7 months. Move out options have been limited as Housing Authority wait lists for subsidized housing have had 800+ households and were rarely open, rental assistance was limited and hard to access.

- In January 2018, Courage Connection convened a task force of community partners to strategize options for the future of its Church Street properties in light of lost funding. Options included: sale on the private market, transfer operations or ownership to another organization, funding Courage Connection to provide programming at this location.
    - Certain of these options have significant political liabilities for Courage Connection, as many have given money, time and goods towards the beloved Church Street properties.
    - Loss of transitional housing has serious consequences for this community in its housing crisis.

- In the same timeframe - late 2017 to early 2018, some major shifts occurred:
    - Cunningham Township and then City of Champaign Township launched Rental Assistance programs. Historically, the townships have supported medical payments, but the expansion of Medicaid and charitable clinics largely eliminated that need.
    - Housing Authority, under new leadership, has expressed a commitment to expanded HACC voucher access for those leaving transitional housing.
    - Cunningham Township Supervisor led a pilot project housing all homeless residents in Urbana who had no other options. Homeless women were 76% of the 119 adults served by Cunningham Township’s Homeless Assistance program in its first 7 months. Children made up 52%, or 114 of the 250 total residents served. Women and children are largely an invisible homeless population.
    - HUD launched transitional housing/rapid rehousing model a new funding category - known as TH/RRH.

- Because of these shifts, we are looking to launch a pilot that shift the model of shelter at Church Street to serve more people, focus on rapid rehousing, and connect people who need subsidies with vouchers. This shift would happen over 18-24 months, in a phased approach, under Courage Connection’s leadership while we strategize long term planning which may include a transfer of operations and/or ownership to a new

organization. The goal is to secure 200K in local funding each year for 3 years. Over half of this has been secured for the first year - some of this is available now. A core group has been convened to finalize funding by this Fall including Bev Baker from United Way, Joan Dixon from Community Foundation, Isak Griffith from Courage Connection, Andy Quarnstrom from City of Champaign Township. See attached proposal.

- This proposal solves three problems at once:
    - The dire lack of shelter for women, women, children and transgendered residents in need.
    - The need to honor the contributions of public bodies, faith based organizations, and individuals to Courage Connection in support of the Church Street properties to shelter women and women with children.
    - The need for time and strategic support to develop agency support for homeless women and children.

Isak Meeting Questions

- When can I meet with your board to go over the this memo and proposal?
- Champaign City update - Can you be present for the Sept. 25th board meeting at 7pm? They can provide one time CDBG funding - they are looking into lowering debt burden but that may not qualify? Are there investments they can make that would contribute to the EFS proposal or free up other monies for CC to divert to EFS?
- Funders are uneasy about the the debt load of Courage Connection, but they also want to help. They are also uneasy or unclear about the priority shifts at Courage Connection. At the last emergency shelter meeting, Isak agreed to provide a strategic memo on these two issues. I suggest such a memo be created that is clear and sufficiently detailed and shared only with the board and funders. Can we get this in the next 10 days?
- Since we are looking at taking an existing shelter and shifting it, can we design what this looks like over a phased timeline? How should this shift be governed?
- Special Use Permit process?
- What does Courage Connection need?

Cunningham Township
Danielle Chynoweth, Supervisor
205 WEST GREEN ST • URBANA, IL 61801
(217) 384-4144 • FAX: (217) 367-7063
WWW.CUNNINGHAMTOWNSHIP.ORG

Homelessness Assistance Program

Published: January 1, 2019

1. Introduction

Operated by the Cunningham Township, the Homeless Assistance Program supports Urbana residents who are in the life-threatening circumstance of living without shelter. This program fills the gap when emergency and transitional shelters either do not exist, have a waiting list, or cannot accommodate a resident. This assistance is only for rent/deposit and is available to a household one time in a 2-year period. In 2018, the program supported 314 residents of Urbana including 154 children.

2. Eligibility

To be eligible for the Homeless Assistance Program, applicants must have ALL the following criteria:

1. Have a member of the household who is age 18 or older.
2. Be an Urbana resident by this definition:
    - Reside within the boundaries of the City of Urbana; or
    - Be homeless moving into a verified residence in the City of Urbana;
3. Have income in the last 30 days at or below 150% of the federal poverty level for the household size. As of December 31, 2018, this amount was published as:
    - Individual - $1,518 or less per month (gross – before taxes)
    - Household of 2 - $2,058 or less per month
    - Household of 3 - $2,598 or less per month
    - Household of 4 - $3,138 or less per month
    - Household of 5 - $3,678 or less per month
4. Be homeless by the following definition: An individual or household who either:
    - Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (such as living outside, in a car or a place that is unsafe) OR
    - Has a received a 5 day notice;
    - Is staying in a domestic violence or emergency shelter;
    - Is living in an unsafe circumstance and has no other option but homelessness.
5. Have exhausted all other options for support.
    - Have applied to Centralized Intake for the homeless, any available subsidized housing, or other services as directed by Cunningham Township staff.
    - Have assets, including cash on hand, less than what is needed to gain housing. Note: One car is not counted as an asset.

6. If assistance is given, the recipient must:
    - Have enough income to sustain rent ongoing. The amount of rent should not be more than half their income. The Supervisor may, at her discretion, consider applications with less income if the income is regular – for example SSI/SSDI payments or verification that the applicant has made years of payments.
    - First pay the amount needed to move in or avoid eviction minus the Township's pledged contribution. Township shall provide its support last to make up the difference needed.
7. Applicants must have filled out an application for Assistance at the Township indicating homeless and the general description of living situation of the household.
    - Applicants must list all persons living in the household.
    - If facing eviction, applicant must explain why they have gotten behind on rent and may need to document any claims.
8. For rental assistance, the applicant is responsible to locate suitable housing and obtain an offer of a lease from a landlord.
9. If the applicant locates a place to live in the City of Champaign, the Cunningham Township will refer them to the City of Champaign Township which has a very similar program.
10. **Those who receive General Assistance are NOT eligible to receive Homelessness Assistance in the same period and visa versa.**
11. **Households (including both heads of household) are only eligible to receive Homeless Assistance once in a 24 month period.**
    - If a participant has received hotel assistance within that 24 month period, $25 per hotel day will be deducted from their available rental assistance.
    - Exceptions are made for: partners moving from a domestic violence shelter who have fled from the household that received assistance; and adult children who were minors in the home at the time the household received assistance.

3. Application Process

Residents shall apply through the General Assistance Program using the Cunningham Township Assistance Application. Applicants will be screened for eligibility for General Assistance and Homelessness Assistance in tandem. Once an applicant has completed that process and submitted all necessary paperwork, township case managers will conduct an intake and make a recommendation to the Supervisor. If the Supervisor approves, the applicant MUST pay their portion before the township pays. Also the verified landlord MUST sign documentation agreeing to quit any eviction proceedings.

4. Provisions

Cunningham Township shall pay for support not to exceed $600.

5. Notifications and Appeals

Notifications, denials, terminations and appeals shall follow the same process as the General Assistance Process. Please refer to the TOI General Assistance Manual.

7. Effective Date

This program start date is November 17, 2017. The latest update to these rules was made on January 1, 2019.

RESOLUTION NO. T-2018-12-000R

A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT CONCERNING THE DISPOSITION AND USE OF FUNDS DISBURSED THROUGH THE CUNNINGHAM TOWNSHIP FISCAL YEAR 2018-2019

(Courage Connection for Emergency Shelter FY 2018-2019)

WHEREAS, The State of Illinois 775 ILCS 45 Bills of Rights for the Homeless states: “no person should suffer unnecessarily from cold or hunger, be deprived of shelter or the basic rights incident to shelter, or be subject to unfair discrimination based on his or her homeless status. At the present time, many persons have been rendered homeless as a result of economic hardship, a severe shortage of safe and affordable housing, and a shrinking social safety net” and,

WHEREAS, Champaign County lacks year-round, immediate emergency shelter for men, women, transgendered individuals, children, and families putting the safety and welfare of these residents in extreme risk, and

WHEREAS, Cunningham Township has convened multiple municipalities and social service agencies over the past year working on plans to provide emergency shelter for all, and

WHEREAS, The Township Board of Cunningham Township, Urbana, Illinois, has found and determined that execution of the attached recipient agreement is desirable and necessary to carry out one of the purposes of Cunningham Township, to address homelessness.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF CUNNINGHAM TOWNSHIP, URBANA, ILLINOIS, as follows:

Section 1. That the Cunningham Township Board hereby approves the attached recipient agreement in substantially the same form as attached hereto.

Section 2. That an Agreement providing $50,000 for the funding of Emergency Shelter, between Cunningham Township and Courage Connection, 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 3. That the Township Supervisor of Cunningham Township, Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the Township Clerk of Cunningham Township, Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the Cunningham Township, Urbana, Illinois.

APPROVED BY THE TOWNSHIP BOARD OF THE TOWN OF CUNNINGHAM, Champaign County, Illinois, on this 3rd day of December 2018.

_____ _____

Charles A. Smyth, Township Clerk Diane Wolfe Marlin, Chair

Proposal: Expanding Emergency Shelter for Women and Children

Last updated: August 27, 2018

Send feedback to: Danielle Chynoweth • supervisor@cunninghamtownship.org

Challenge

Champaign County residents are in dire need of year round emergency shelter for homeless women and expanded shelter for homeless women with children.

Champaign County is facing an affordable housing crisis.

- Our residents are the most rent burdened in the state – with **60% of county residents rent burdened** (79% of Champaign residents and 66% of Urbana residents) and about one third severely rent burdened.[1]
- **1350** households had evictions filed against them in Champaign County court last year.
- There were **~2800** calls to Centralized Intake for the Homeless in FY18 and **~250 households** who went through intake.
- Both City of Champaign and Cunningham Township are reporting about **40 contacts each per week (80 total)** seeking assistance and/or shelter.

Women and women with children are on the front lines of this crisis, but their need is often invisible.

- There is no year-round emergency shelter for single women in Champaign County. As a result, women are exposed to violence, prostitution, and unsafe living conditions.
- There are **650** homeless school-age children in Champaign County in 2015-2016 up from 555 homeless children two years before.
- **Homeless women were 76%** of the 119 adults served by Cunningham Township's Homeless Assistance program in its first 7 months. **Children made up 52%, or 114** of the 250 total residents served. (113 served)
- Emergency Family Shelter has priority list with a 2-10 week wait time. **78** households involving **257** residents including **165** children served by Emergency Shelter for Families in its first 21 months.
- **109** residents residents in Courage Connection's transitional shelter last year - 64 adults and 45 children.
- Wait lists for transitional shelter often run up to a year. **200** people - or 20 women with 24 children, and **155 single women** are on Courage Connection's wait list for transitional shelter.

In 2013, Emergency Family Shelter (EFS) program was launched as a partnership between United Way, Housing Authority of Champaign County and Regional Planning Commission. It has a stable structure that has grown iteratively with input from a collaborative steering committee, but lacks adequate space to meet the need. **The EFS has 8 emergency units which feed into 15 transitional units.** Residents who qualify may receive rental assistance from the Townships, or Section 8 vouchers from HACC, to move into independent living.

Courage Connection emerged from a 2010 merger between A Woman's Place, which was founded in 1971 as the first battered women's shelter in the U.S., and Center for Women in Transition, which started in 1985 as the Women's Emergency Shelter of Champaign County. Courage Connection seeks to focus on domestic violence services and programs as its core competency. Meanwhile, Courage Connection has experienced a significant loss of funding for transitional shelter for women -- with 44 beds in three group houses on Church Street and several

[1] This statistic does not include UI students living in the dorms or youth who are still counted as dependants on their parent's tax return.

scattered site properties -- putting this program at risk. Courage Connection continues to operate an emergency shelter for residents actively fleeing domestic violence on Main Street in Urbana, but many women seeking shelter do not qualify for this program. In January 2018, Courage Connection convened a task force of community partners to strategize options for the future of its Church Street properties.

Proposal

Cunningham Township recommends a pilot project to support the expansion of EFS, in partnership with the City of Champaign Township, both cities, local funders, and social service agencies. After weighing various options, we suggest this pilot involve:

1. **Expand the ESF steering committee to include all partners at the table - and make shifts in the EFS structure have a single coherent structure, coordinate sites, accommodate group living, and continue to innovate**.
2. **Partner with Courage Connection for 12-24 months to operate an expanded EFS at its Church Street properties, including single women.**
3. **Transition shelter operations within 24 months to another agency - likely a new 501c3 that is culturally competent, trauma-informed, and can leverage local volunteers and private fundraising.**

Components include:

- Expand Emergency Family Shelter at three group homes currently owned and operated by Courage Connection at 504, 506 & 508 E. Church St.
- Provide emergency housing for women and transgender residents in need (woman-born women, woman-identified women) -- both single and with children.
- Serve an estimated 324 households per year at a total cost of $200,000 or $620 per household for the shelter stay (not including housing vouchers and rental assistance used upon exit). Breakdown is below:
    a. Forbes at 508 E. Church St.
        - Emergency shelter for single women
        - 7 bedrooms
        - up to 18 single women x 1 month each = 216 women served per year
    b. Evans at 506 E. Church St.
        - Emergency shelter for families
        - 7 bedrooms
        - up to 8 families x 1 month each = 96 families served per year
    c. UPS at 504 E. Church St.
        - Transitional shelter
        - 6 bedrooms and 6 offices in the basement
        - up to 6 families x 6 months each = 12 families served

    TOTAL = up to 324 households per year
- Provide housing as a continuum of care with these principles:
    a. Short term (1-45 days) emergency shelter with an average of 30 days.
    b. Group home living with shared chores and house meetings.
    c. Priority listing of applications with the goal of no wait lists due to expanded capacity.
    d. Entrance through:
        - Centralized Intake for the Homeless (primary)

    - Consider: Walk-in assessments at set times
  e. Participants have 6 exit options:
    - Rental assistance towards deposit/first month's rent - for those with income at least twice rent. (Townships, RPC)
    - Tenant Based Rent Assistance for those with income but requiring more assistance (Courage Connection)
    - Transitional housing (Maple Grove, Church Street, scattered site) for those needing more time (RPC, Courage Connection, City of Urbana)
    - Housing vouchers made possible through HACC for those requiring subsidized housing.
    - Shelter plus care and PHACT options through RPC and Rosecrance for those with mental health or other disability.
    - Family and friends locally or out of the region. (Churches provide bus fare out of town)
- Local Rental Assistance funds are reserved exclusively for men, women, and families exiting emergency and transitional shelters.
- Participants able to work, or with income, are motivated to move into permanent housing by being given a budget for housing (both shelter and rent assistance) out of which they "pay" daily for time in the shelter.
- Participants who can work must seek employment to remain in the shelter. Support for addiction, mental health issues, disabilities, and child care will be provided with this requirement to seek employment.
- Advisory steering group made up of participating agencies proposes policies for EFS to operating agencies, meeting monthly to coordinate between agencies, plan, and seek additional funding.

Facilities

- 504, 506 and 508 E. Church Street with 20 bedrooms for families or 1-4 individuals per bedroom, reception office, conference room, daycare space, 6 basement offices, outdoor play space.
- The facilities are in good shape and are fully wired for security and have adequate parking, storage and play spaces. There are accessible bedrooms and one building has an elevator.
- Courage Connection is planning to relocate administrative offices freeing up space.
- The Community Resource Center at OSF Hospital and Crisis Nursery are within walking distance.

Staff

- On-site staff on site at Church Street to do intakes, operations management, scheduling, and exits.
- Increase in staff at Centralized Intake for the Homeless to support increased assessments for the shelter.
- Case managers from partner agencies schedule time on site to provide "subject matter" support i.e. Townships (rental assistance), RPC (No Limits), Courage Connection (domestic violence), First Followers (reentry), CU Public Health (WIC), Rosecrance (mental health). and other partners. Early Head Start is committed to remain on site for this fiscal year.

Roles (proposed)

- Courage Connection - provide housing at cost, provide on-site staff at Church St., lead the transition to emergency shelter, serve on ESF steering committee, TBRA and case management, material donations of supplies.

- CCRPC - Provide assessment through Centralized Intake, operate Emergency Family Shelter program at Park Street and coordinate with Courage Connection's site, serve on ESF steering committee, manage existing housing programs (TBRA and PSH), provide rental assistance.
- City of Champaign Township - Rental assistance, funding, on-site case management for rental assistance.
- Cunningham Township - Rental assistance, funding, on-site case management for rental assistance, funding for centralized intake.
- City of Champaign - funding for facilities through CDBG funds.
- City of Urbana - funding for staff.
- Housing Authority - Expansion of housing vouchers available to Emergency Family Shelter, application of vouchers to support shelter operations.
- United Way - funding for staff.
- Community Foundation of East Central Illinois - materials and facilities funding
- State of Illinois - funding (ESG)
- Continuum of Care - include funding for Joint TH and PH-RRH Component Project in FY2020 HUD proposal.
- Illinois Department of Corrections – funding of $30 per woman per night for those re-entering from IDOC.
- Head Start, Rosecrance, First Followers, CU Public Health, etc - to provide on site services.
- Habitat for Humanity and Salt and Light - furnishings
- Austin's Place - continued winter service to chronically homeless single women
- Faith community - bus fare, volunteers, donations

Other Considerations

- Whether to move ALL emergency shelter for women and children to group housing on Church Street and use Park Street for transitional units and emergency shelter for male head of households as needed.
- Whether to use one house for re-entry, possibly operated by Women In Need Recovery (emerging 501c3 organization seeking a group home to operate a recovery/reentry program).
- Whether to make use of additional scattered site properties (2 owned by City of Urbana, 7 Courage Connection, 1 Rosecrance, 3 HACC) to support additional transitional shelter.
- Whether participants should set aside a percentage of their income to support their exit strategy.
- Who owns the properties in the future? HACC may be best positioned own and manage properties with case management provided by agencies.
- Consider using Presby House (owned by Courage Connection and adjacent to Church Street properties) as central location for additional services.
- Consider moving from a Centralized Intake to a Coordinated Entry Model for assessments in future years.

First Year Financials (tentative)

The program will pay actual facilities costs for the properties at 504, 506 and 508 E. Church Street. Including utilities, maintenance and mortgage payments, these are estimated at $70,000 per year or $5832 per month. If the program pays towards mortgage payments, such payments should be considered in any future transfer of property via an MOU or other up-front arrangement. Furnishings and appliances would remain in the properties. City of Champaign and City of Champaign Township have been approached to support facilities through CDBG funds and savings.

We estimate the need for 2-3 FTEs to provide on-site management at an estimated cost of $100,000-$150,000. Currently up to $50,000 is pledged from Cunningham Township, $12,500 pledged from City of Urbana and another $8,500 requested from the City of Urbana, to pay for staff costs. United Way has been approached to contribute the remaining $30,000. In the interest of increasing the capacity of Centralized Intake for the Homeless, $18,000 of additional funds are secured from the Consolidated Social Services Fund operated by Cunningham Township and the City of Urbana.

Illinois Department of Corrections operates a program that can pay $30 per woman, per night for up to 90 days (including two 15 day extensions after 60 days) for women re-entering from IDOC. If an average of 4 women stay in ESF, IDOC would pay $3,600 per month or $43,200 per year which could be directed to case management.

Material costs are estimated at $8,000. We will be requesting fund for materials from the Community Foundation and donations of existing materials and equipment from Courage Connection, Habitat for Humanity, Salt and Light and the Coalition of Service Providers to the Homeless in this first year.

In summary:

Expense	**Amount**	**Funds sought from**	**Status**
ON SITE			
Facilities costs	$70,000	City of Champaign (CDBG funds) City of Champaign Township United Way Community Foundation HACC	In discussion
On site housing management staff	~$120,000	Cunningham Township City of Urbana City of Champaign Township United Way HACC IDOC	$62,500 secured from CTSO & Urbana $30,000+ sought from United Way ~$40,000 in IDOC funds avail - must apply
Materials and Equipment	$10,000	Community Foundation In-kind donations	In discussion
RELATED INPUTS			
Centralized Intake augmentation	$18,000	Cunningham Township	$18,000 secured
Rental Assistance	$111,000	Cunningham Township City of Champaign Township	$36,000 CTSO budgeted $30,000 CCT budgeted $45,000 RPC ESG funds
Section 8 vouchers	As needed	HACC	Verbal commitment for expanded vouchers under

			existing program

In future years, additional funds will be sought from:

- HUD through Champaign County Continuum of Care (up to $50,000 in TH/RRH funds in 2018 NOFA)
- State of Illinois ESG funds ($30,000 redistributed from Courage Connection)
- Champaign County Mental Health Board
- Consolidated Social Service Funding of Cunningham Township and the City of Urbana - regular funding cycle
- United Way regular funding cycle
- OSF/Carle
- Health Insurance providers - Blue Cross Blue Shield, Health Alliance, etc.
- Private donations

-

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Bridge to Home Overview

Cunningham Township

The Cunningham Township Supervisor's Office (CTSO) is a public agency that supports local low-income residents with housing, income, education, disability, transportation, utilities, food, clothing, and communication needs. In 2022, CTSO served over 10,000 residents. CTSO cultivates strong, trusted partnerships with other local governments, non profits, and funders to meet its goal of ending homelessness and hunger in Urbana. Unique to Cunningham Township is its mission to fill local gaps in the local, state and federal safety net, and its ability to move nimbly to do so. The Supervisor serves on the Executive Committee of Continuum of Service Providers to the Homeless and as Field Instructor for the University of Illinois School of Social Work.

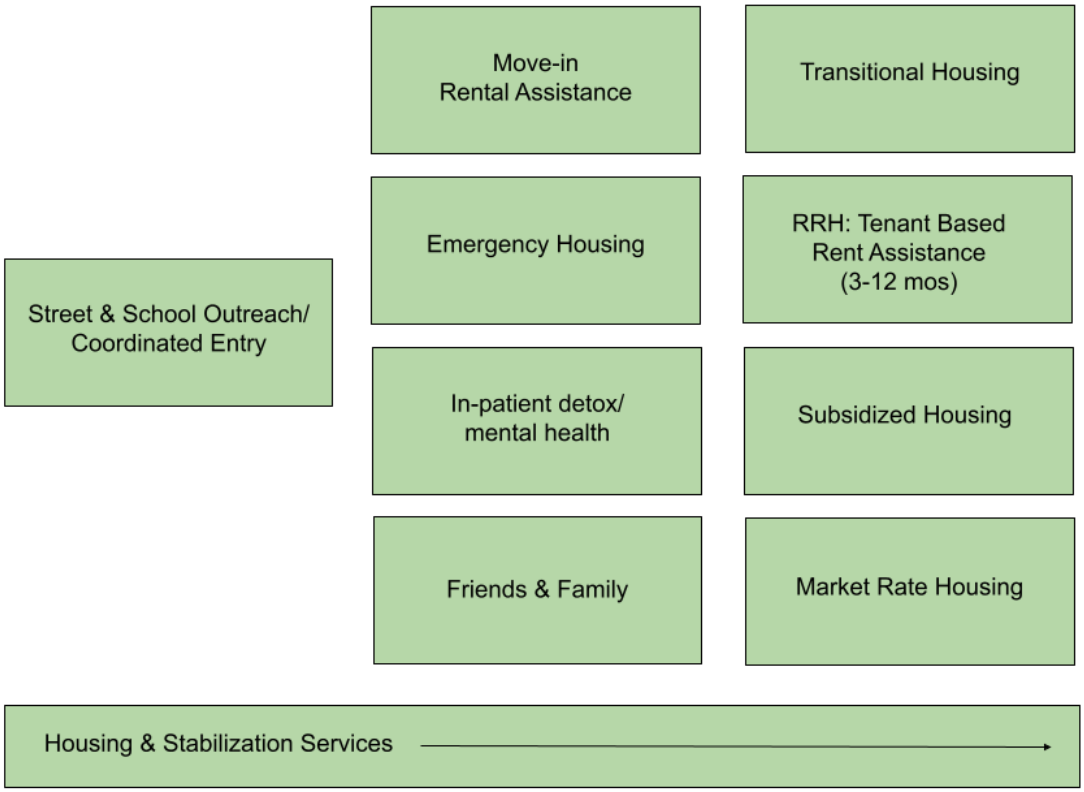
Overview

The purpose of Bridge to Home is to provide a continuum of housing and services for local residents experiencing homelessness and housing insecurity so they may access and maintain permanent housing. Bridge to Home threads together Street and School Outreach, Emergency and Transitional Housing, Rapid Rehousing/Rental assistance, while providing Case Management including Housing Navigation and Supportive Services throughout from literal homelessness to stabilization in permanent housing.

History

After three years of working with and funding partners to fill gaps in homeless services, CTSO started Bridge to Home in 2020 during the COVID-19 pandemic with Emergency Housing for those who could not stay in congregate shelter (families, individuals with disabilities, COVID positive or medically fragile residents) and Rapid Rehousing for literally homeless residents. In 2020, voters overwhelmingly approved a referendum to increase Township's tax levy, making long term sustenance possible. In 2021, with shifts in residents served in shelter and the availability of vouchers for homeless residents, CTSO expanded Bridge to Home to include Street Outreach and greater Housing Services. These programs were funded by a mix of private, state (ESG) and township funds. In 2021, CTSO acquired 8 units downtown for Emergency Housing for Families. In 2022, with support from Urbana School District 116, Bridge to Home expanded to include School Outreach – with a Housing Case Manager in Urbana Schools.

Movement Towards Housing



Program Components

Street Outreach

CTSO will locate actively unsheltered residents through contact with concerned residents, health care professionals, emergency responders, school staff, and community businesses and organizations, as well as visit areas where unsheltered residents often dwell.

- **# STAFF:** .25 FTE NOTE: A decrease in demand is anticipated with the opening of a 24/7 low barrier shelter and street outreach services by the City of Champaign Township.
- **SERVICES:** Street Outreach participants are supported with Immediate Needs: food, blankets, clothing, phones, toiletries; emergency shelter access support; Transportation Help: MTD, bus to family, transport to detox/mental health/medical facility; Housing Services: Link willing residents to go through coordinated entry; Links to Township Emergency Housing, General Assistance, or Move-in Rental Assistance, and/or referrals to other agencies.
- **GOALS:**
    - 30/yr served.

School Outreach

CTSO locates a Housing Case Manager in Urbana Schools to support families with children who are facing homelessness and housing insecurity.

- **# STAFF:** 1 FTE
- **SERVICES:** receive referrals, make assessments, create plans, and support families in attaining more stable housing and meeting other material needs.
- **GOALS:**
    - 90 Households with ~225 children/yr expected

Emergency Housing (1-3 months)

If no other shelter option exists, short term emergency housing will be considered as long as the resident is meeting with a case manager, pursuing goals, and seeking permanent housing.

- **# STAFF:** 1.75 FTE + intern
- **# UNITS:** 12
- **SERVICES:** Emergency Housing participants receive 1-3 months of housing, case management, food support through Bucket Brigade delivery, transportation support, support applying for General Assistance or Rental Assistance, support applying for and locating permanent housing options, support requesting vital documents,connection to substance abuse, rape crisis, or mental health counseling, referrals to other support such as Medicaid, SNAP and TANF.
- **GOALS:**
    - 16 individuals/yr served with .5 FTE in 4 units
    - 32 families/yr served with 1 FTE in 8 units
    - .25 FTE Administrative support for CIH
    - >80% of all Emergency Housing participants will move into a more stable housing situation at the end of the program term.

Transitional Housing (4-12 months)

Emergency Shelter participants (individuals or families) who need more time to access independent housing will be considered for transitional housing as long as the resident is meeting with a case manager, pursuing goals, saving towards future housing expenses, and seeking permanent housing.

- **# STAFF:** 1 FTE + intern
- **# UNITS:** 12
- **SERVICES:** Transitional Housing participants receive 4-12 of housing, case management, support applying for and locating permanent housing options, connection to substance abuse recovery services, rape crisis services, or mental health counseling, referrals to other support.

- **GOALS:**
    - 18 households/yr served
    - >85% of all Transitional Housing participants will move into a more stable housing situation at the end of the program term.

Rapid Rehousing (3-12 months)

Rapid Rehousing moves residents from literal homelessness into independent housing with up to 12 months of support with rent, utilities, income enhancement, and supportive services. Household must prepare a plan with their case manager to have sufficient income to live independently within 12 months. Tenant based rental assistance tapers off over time to move participants towards independence at the end of the program.

- **# STAFF**: .5 FTE
- **# UNITS:** 4 privately owned
- **SERVICES:** Housing identification, support paying for rental application fees and security deposit, landlord incentives, TBRA for 3-12 months, utility assistance, support obtaining landlord mediation and credit repair services, case management and referrals to other
- **GOALS:**
    - 4 households/yr served
    - >80% of households who complete the program move into independent housing and remain in housing one year after support as evidenced by phone surveys at 12 months.

Homeless Prevention Through Rental Assistance (1-4 months)

Expanding Move-In Rental Assistance to stabilize and support households who are homeless, at risk of homelessless, or unstably housed (McKinney Vento definition). It is meant to divert from Emergency Housing households with income (including new employment) who need more support up front for success. This program may be combined with Housing Navigation and Supportive Services, as needed (see below).

- **# STAFF:** 1.5 FTE
- **SERVICES:** 1-4 months of deposit/rental assistance.
- **GOALS:**
    - 100 households/yr served
    - >80% of participants will remain in housing one year after support as evidenced by phone surveys at 12 months.

Housing Navigation and Supportive Services

Expanding services for those in our programs to include greater housing navigation support during homelessness, and optional supportive services 3-12 months after placement in permanent housing.

- **# STAFF:** 2.5 FTE

- **SERVICES:** Help gathering documents, applying for housing subsidies, seeking housing options, Housewarming gifts as Salt and Light store credit to purchase housewares, moving in, regular check-ins, support remaining employed or getting help with SSI applications, support with budgeting and staying up to date with rent and utilities.
- **GOALS:**
    - 68 households/yr served
    - >80% of voucher holders who participate in Housing Navigation services locate and move into housing.
    - >85% of the Supportive Services Program participants remain in housing one year from program start.

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Bridge to Home History
5 Year Effort to Fill Homeless Service Gaps

To outline the gaps in services met by the Bridge to Home Program, we provide a timeline of 5 years of effort to fill these gaps, and data collected. During this time we investigated dozens of options with just as many partners, to arrive at the current Bridge to Home proposal. Below also includes the three year plan to ramp up Bridge to Home infrastructure.

2017

In May 2017, under new leadership, CTSO began an analysis of local needs to properly address gaps. At the time it was clear that the local community was in an escalating housing crisis evidenced by the following:

1) The majority of calls to CTSO were for rental assistance even though CTSO operated no program at the time to meet this need;

2) The majority of calls to 211 were requesting emergency housing or rental assistance;

3) Both family poverty and rent burden were on the rise in Champaign County;

4) The emergency shelter system in Champaign County had collapsed. Our community had no year round emergency shelter, having lost over 100 shelter beds with the closing of Salvation Army's Emergency Shelter and then TIMES Center. We lacked youth shelter with the closure of Roundhouse. There were only 8 units of emergency family housing for the entire county. There were 200+ people on Courage Connection's wait list for transitional shelter.

CTSO reached out to partners it has historically funded to provide homeless services to fill gaps, which was largely unsuccessful: Rosecrance was shedding TIMES Center, Courage Connection was seeking to shed its transitional housing, and Homestead Corp. was unresponsive.

On November 17, 2017, in consultation with the Cunningham Town Board, CTSO launched a Homeless Assistance Program to pay back rent and move-in costs for Urbana

residents facing homelessness and to support homeless families. (see ATT L. Homeless Assistance Program Rules). As part of this, CTSO piloted an emergency hotel voucher program for families reporting homelessness. Case volume swelled to 12 families per month and spending reached $62,231 in 7 months, a testament to the level of need in Urbana.

2018

In July 2018, CTSO ended the hotel voucher pilot, because it lacked sufficient budget and staffing to provide the level of service required. That said, the program provided rich data on a population hard to see, and therefore serve: homeless families with children. One particular finding was that 10% of homeless mother's served by CTSO had been forced to conceive their first child under the age of 16 – compared to less than .01% of mothers giving birth in Champaign County, as reported by CUPHD data. CTSO's Homeless mothers often reported early experiences of violence and homelessness, and their children had experienced long periods of housing instability, sometimes spanning the entire life of the child. In the year of 2018 both components of the Homeless Assistance Program - rental assistance and hotel vouchers (half a year) - kept 314 residents including 154 children from homelessness. CTSO committed to finding a solution. After many meetings with Courage Connection, CTSO developed a plan and found funding for Courage Connection to open an Emergency Shelter for Families – a plan approved by Courage Connection and Cunningham Town Board. (See ATT L. Courage Connection Board Meeting & L. Proposal for Emergency Shelter for Women and Children & L. Mid Term Grant to Courage Connection for Emergency Shelter)

2019

2019 was a year of great setbacks. The plan to expand at Courage Connection plan fell through with a transition in leadership. In May of 2019, the Regional Office of Education closed its hotel voucher program leaving no no immediate emergency shelter option for families with children unless the adult is actively fleeing domestic violence. At the time, RPC's reported entrance time to its Emergency Family Shelter program spanning 5-150 days (average of 30 days). Plans to expand RPC's Emergency Family Shelter stalled with a lack of expansion options at the Housing Authority properties. In FY20, there were 657 homeless students recorded in the county's 17 school districts, including 188 in Urbana and 268 in Champaign, an increase from years before. The one piece of progress made was that Cunningham Children's Home reopened Roundhouse Youth Shelter and CTSO learned much in accompanying that process.

With consistent data showing gaps in emergency housing especially for families, and with other options exhausted, CTSO began a strategic plan to fill the dire need for more

emergency housing for families and other populations unable to stay in congregate shelter and to develop the pieces necessary to transition homeless residents into permanent housing as quickly as feasible.

2020

This plan was accelerated by the COVID-19 pandemic which layered a public health crisis on top of the existing housing crisis. In June of 2020, facing a pandemic, CTSO launched a COVID emergency housing program where CTSO housed families in hotels and reimbursed CU at Home for homeless individuals who had COVID symptoms or were unable to stay in shelter. All shelter costs were provided by private donations, with the exception of several months of support from the YWCA. Homeless cases were overseen by licensed social workers. To develop pathways to permanent housing, CTSO also launched Housing Advocacy to systematically support all homeless participants to move into permanent housing, in partnership with HACC. And CTSO secured ESG-COVID funding through the City of Urbana for Rapid Rehousing of Homeless Residents, although delays at the State level pushed launch into 2021. As part of its strategic plan to make Emergency Family Housing permanent, CTSO passed a Public Referendum to increase the tax levy by about $600,000 more each year.

2021

With the stability of the tax referendum, CTSO hired a Program Director/Licensed Social Worker to manage all assistance programs. CTSO became a node in the new Coordinated Entry System for the Homeless in Champaign County, which allows us to intake homeless residents for services through the Continuum. CTSO prospected funding for the acquisition of apartments and was directed to apply for ARPA funding when it became available. Out of the dire need to move Bridge to Home families out of motels, CTSO purchased 8 units at 206 and 208 E. California Ave, converting 6 into emergency family housing. CTSO created an Intergovernmental Agreement with Urbana School District 116 to receive referrals of homeless families. With the sudden summer closure of CU at Home, CTSO revised its ESG grant to include Street Outreach, Emergency Housing and Rapid Rehousing programs and relaunched its hotel shelter for individuals and worked in earnest to ensure low barrier shelter for the winter, providing seed funding and leading the Winter Shelter Steering Committee.

2022

- CTSO launched a partnership with HACC to refer and case manage homeless residents with disabilities in the new development of Pinewood. At this point nearly 100 households had been supported in accessing housing vouchers.
- To ensure General Assistance participants retain their vouchers, CTSO launched a

Housing First program to pay rent on behalf of GA participants behind on rent.

- CTSO updated its IGA with Urbana Schools to launch a School Outreach program to place a Housing Case Manager in the schools and prepare homeless children and their families for the school year.
- CTSO secured direct ESG funding for Bridge to Home
- CTSO became a member of the Executive Committee of the Continuum of Service Providers to the Homeless
- CTSO expanded Bridge to Home: Emergency Family Housing from 6 to 8 units as tenant leases expired.
- Facing record numbers of homeless families and a long waitlist, CTSO secured funding to expand family shelter over the winter using hotels, with the goal of increasing bricks and mortar housing inventory with ARPA funds.
- CTSO worked with community partners to ensure expansion of emergency shelter for individuals. Starting December of 2022, our community will finally have 24/7 year round publicly owned and operated low barrier emergency shelter with City of Champaign as a funder and City of Champaign as operator. Meanwhile, CU at Home is shifting to providing stepping stones “low barrier” shelter for individuals seeking sobriety, providing an important transition to permanent housing.

THE FUTURE

With the expansion of emergency shelter for individuals, operated by partners, we expect our work to focus on filling remaining gaps with these growth areas:

A) New Transitional Housing Program

Adding bricks and mortar units, moving away from hotel stays, adding transitional housing, and ensuring an adequate number of accessible units.

B) **Expanded Housing Navigation and Supportive Services**

Expanding services for those in our programs to include greater housing navigation support during homelessness, and optional supportive services 3-12 months after placement in permanent housing. Key to Street Outreach, Emergency Housing, and Home Visits for Supportive Services is to acquire an outreach vehicle to support transporting participants and move staff between sites.

C) **Expanded Homeless Prevention through Rental Assistance**

Expanding Move-In rental assistance to stabilize and support McKinney Vento homeless households and, when needed, threading this with a period of supportive services.

NOTE: HHI funds cannot be used for short term rental assistance, so funding this piece from ARPA is of particular interest. This will allow us to use ARPA funding for Move-In assistance (about ⅓ of our rental assistance cases) and expand this assistance to up to 4 months to be more effective in serving households in transition (i.e. new baby, new job, etc).

Looking to the future, we plan the following timeline:

- September 2022 to April 2023
    - Prospect partnerships, locations and funders for expanded Bridge to Home infrastructure.
    - Solidify relationships with hotel partners for stability during the interim growth period.
    - Ensure literally homeless families have emergency shelter by expanding our program for the winter into hotel rooms – funded by CUPHD.
    - Identify expanded office space to allow employee expansion with Bridge to Home, and a return to in-person visits with participants.
    - Solidify plans between Bridge to Home and partners (HACC, RPC, CU at Home, City of Champaign Township, City of Urbana)

- May 2023 - June 2024
    - Secure ARPA, HHI, State, and other funding inputs.
    - Renovate 206 and 208 E. California for accessibility.
    - Hire additional Bridge to Home staff.
    - Launch Expanded Housing Navigation and Supportive Services
    - Launch Expanded Homeless Prevention through Rental Assistance for McKinney Vento homeless families
    - Operate parts of Bridge to Home in hotels or interim location.
    - Identify and secure location for transitional housing.
    - Renovate units for accessibility and energy efficiency.
    - Continue plans with partners for long term office expansion.
    - Acquire Outreach Vehicle for Bridge to Home.

- July 2024 - December 2024
    - Continue programs.
    - Renew and prospect operational grants.

- 2025
    - Continue programs, ramping down Rental Assistance to pre-pandemic

levels.

- Renew and prospect operational grants.
- Permanent office expansion to co-locate with partners.
- Grant reporting and closure, end of Bridge to Home capacity building.

Item	Date	Name	Memo	Amount	TOTAL
RENOVATIONS	08/25/2022	Air Ace	Minisplit installs 208 California apartments	5,400.00	
	10/20/2021	Carpet Advantage	Flooring EH Apts 1 BR	2,803.78	
	10/20/2021	Carpet Advantage	Flooring EH Apts 1 BR	2,803.78	
	10/20/2021	Carpet Advantage	Flooring EH Apts 1 BR	2,803.78	
	10/20/2021	Carpet Advantage	Flooring EH Apts 2 BR	3,529.15	
	10/20/2021	Carpet Advantage	Flooring EH Apts 2 BR	3,529.15	
	10/20/2021	Carpet Advantage	Flooring EH Apts 2 BR	3,529.15	
	04/28/2022	Carpet Advantage	Flooring for 2 EH Apts	3,521.43	
	09/15/2022	Carpet Advantage	Flooring EH Apartments	149.19	
	09/14/2021	Heart Technologies	Labor: Security System for Emergency Housing - Installment 1	1,680.00	
	09/14/2021	Heart Technologies	Matl's: Security System for Emergency Housing - Installment 1	4,097.32	
	01/06/2022	Heart Technologies	Labor: Security System for Emergency Housing - Hallway Cameras	630.00	
	01/06/2022	Heart Technologies	Mtls: Security System for Emergency Housing - Hallway Cameras	1,046.92	
	01/14/2022	Heart Technologies	Labor: Security System for Emergency Housing - Installment 2	1,008.00	
	01/14/2022	Heart Technologies	Mtls: Security System for Emergency Housing - Installment 2	2,458.38	
	02/16/2022	Heart Technologies	Labor: Security System for Emergency Housing - Installment 3	672.00	
	02/16/2022	Heart Technologies	Mtls: Security System for Emergency Housing - Installment 3	1,638.93	
	03/08/2022	Reliable Plumbing & Heating	Boiler furnace replacement 206 # 3	7,019.81	
	04/28/2022	Reliable Plumbing & Heating	Furnace/Hot Water Combis 206 # 1,2,4 Down Payment	19,000.00	
	08/26/2022	Reliable Plumbing & Heating	Furnace/Hot Water Combis 206 # 1,2,4 Install Balance	2,537.14	
	10/06/2022	VOLO	Family Housing Door Entry/Security System	5,380.00	
	10/06/2022	VOLO	Family Housing Door Sys Install	3,600.00	78,837.91
UTILITIES & MAINTENANCE	10/14/2022	ALEX LANDSCAPING	Clean EH Apartment	100.00	
	09/17/2022	ALEX LANDSCAPING	Lawn Care - EH	100.00	
	10/14/2022	ALEX LANDSCAPING	Lawn Care - EH	100.00	
	08/10/2021	AMEREN ILLINOIS	208 E California #4	10.23	
	10/25/2021	AMEREN ILLINOIS	208 E California #4	21.82	
	10/25/2021	AMEREN ILLINOIS	208 E California #3	8.39	
	10/25/2021	AMEREN ILLINOIS	208 E California #1	14.39	

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Item	Date	Name	Memo	Amount	TOTAL
	10/25/2021	AMEREN ILLINOIS	206 E California #4	24.17	
	10/25/2021	AMEREN ILLINOIS	206 E California #1	8.19	
	10/25/2021	AMEREN ILLINOIS	206 E California #3	17.11	
	11/22/2021	AMEREN ILLINOIS	206 E California #3	205.51	
	11/22/2021	AMEREN ILLINOIS	208 E California #4	39.47	
	11/23/2021	AMEREN ILLINOIS	206 E California #1	154.42	
	11/23/2021	AMEREN ILLINOIS	206 E California #4	56.13	
	11/26/2021	AMEREN ILLINOIS	208 E California #1	65.19	
	11/26/2021	AMEREN ILLINOIS	208 E California #3	61.07	
	12/21/2021	AMEREN ILLINOIS	206 E California #1	112.16	
	12/21/2021	AMEREN ILLINOIS	206 E California #4	98.93	
	12/21/2021	AMEREN ILLINOIS	208 E California #4	40.63	
	12/27/2021	AMEREN ILLINOIS	208 E California #1	54.07	
	12/27/2021	AMEREN ILLINOIS	208 E California #3	43.71	
	12/27/2021	AMEREN ILLINOIS	206 E California #3	210.93	
	01/24/2022	AMEREN ILLINOIS	206 E California #1	155.50	
	01/24/2022	AMEREN ILLINOIS	206 E California #3	121.58	
	01/24/2022	AMEREN ILLINOIS	206 E California #4	93.22	
	01/24/2022	AMEREN ILLINOIS	208 E California #4	63.86	
	01/25/2022	AMEREN ILLINOIS	208 E California #1	104.82	
	01/25/2022	AMEREN ILLINOIS	208 E California #3	88.32	
	02/25/2022	AMEREN ILLINOIS	206 E California #1	147.17	
	02/25/2022	AMEREN ILLINOIS	206 E California #3	118.69	
	02/25/2022	AMEREN ILLINOIS	206 E California #4	144.53	
	02/25/2022	AMEREN ILLINOIS	208 E California #4	113.48	
	02/28/2022	AMEREN ILLINOIS	208 E California #3	113.16	
	02/28/2022	AMEREN ILLINOIS	208 E California #1	159.54	
	03/28/2022	AMEREN ILLINOIS	206 E California #1	189.77	
	03/28/2022	AMEREN ILLINOIS	206 E California #3	133.83	
	03/28/2022	AMEREN ILLINOIS	206 E California #4	197.30	
	03/28/2022	AMEREN ILLINOIS	208 E California #4	96.49	

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Item	Date	Name	Memo	Amount	TOTAL
	03/29/2022	AMEREN ILLINOIS	208 E California #1	145.56	
	03/29/2022	AMEREN ILLINOIS	208 E California #3	137.59	
	04/25/2022	AMEREN ILLINOIS	206 E California #1	196.30	
	04/25/2022	AMEREN ILLINOIS	206 E California #3	78.52	
	04/25/2022	AMEREN ILLINOIS	206 E California #4	176.75	
	04/25/2022	AMEREN ILLINOIS	208 E California #4	118.69	
	04/29/2022	AMEREN ILLINOIS	208 E California #1	161.38	
	04/29/2022	AMEREN ILLINOIS	208 E California #3	132.19	
	05/24/2022	AMEREN ILLINOIS	206 E California #1	122.86	
	05/24/2022	AMEREN ILLINOIS	206 E California #3	63.09	
	05/24/2022	AMEREN ILLINOIS	206 E California #4	149.16	
	05/24/2022	AMEREN ILLINOIS	208 E California #4	143.82	
	05/31/2022	AMEREN ILLINOIS	208 E California #1	143.85	
	05/31/2022	AMEREN ILLINOIS	208 E California #3	93.67	
	06/27/2022	AMEREN ILLINOIS	206 E California #1	167.00	
	06/27/2022	AMEREN ILLINOIS	206 E California #3	182.41	
	06/27/2022	AMEREN ILLINOIS	206 E California #4	116.81	
	06/27/2022	AMEREN ILLINOIS	208 E California #1	121.45	
	06/27/2022	AMEREN ILLINOIS	208 E California #3	42.47	
	06/27/2022	AMEREN ILLINOIS	208 E California #4	159.76	
	07/25/2022	AMEREN ILLINOIS	208 E California #4	134.61	
	07/25/2022	AMEREN ILLINOIS	208 E California #3	19.90	
	07/25/2022	AMEREN ILLINOIS	208 E California #1	126.96	
	07/25/2022	AMEREN ILLINOIS	206 E California #4	107.05	
	07/25/2022	AMEREN ILLINOIS	206 E California #3	138.59	
	07/25/2022	AMEREN ILLINOIS	206 E California #1	86.78	
	07/25/2022	AMEREN ILLINOIS	206 E California #2	50.62	
	08/23/2022	AMEREN ILLINOIS	206 E California #1	91.66	
	08/23/2022	AMEREN ILLINOIS	206 E California #2	63.07	
	08/23/2022	AMEREN ILLINOIS	206 E California #3	155.39	
	08/23/2022	AMEREN ILLINOIS	206 E California #4	113.31	

Item	Date	Name	Memo	Amount	TOTAL
	08/23/2022	AMEREN ILLINOIS	208 E California #4	83.97	
	08/29/2022	AMEREN ILLINOIS	208 E California #1	170.49	
	08/29/2022	AMEREN ILLINOIS	208 E California #3	114.13	
	09/26/2022	AMEREN ILLINOIS	206 E California #1	123.61	
	09/26/2022	AMEREN ILLINOIS	206 E California #2	66.05	
	09/26/2022	AMEREN ILLINOIS	206 E California #3	208.20	
	09/26/2022	AMEREN ILLINOIS	206 E California #4	217.35	
	09/26/2022	AMEREN ILLINOIS	208 E California #1	189.70	
	09/26/2022	AMEREN ILLINOIS	208 E California #2	101.75	
	09/26/2022	AMEREN ILLINOIS	208 E California #3	128.06	
	09/26/2022	AMEREN ILLINOIS	208 E California #4	105.21	
	10/24/2022	AMEREN ILLINOIS	206 E California #1	102.12	
	10/24/2022	AMEREN ILLINOIS	206 E California #2	145.95	
	10/24/2022	AMEREN ILLINOIS	206 E California #3	194.08	
	10/24/2022	AMEREN ILLINOIS	206 E California #4	197.05	
	10/24/2022	AMEREN ILLINOIS	208 E California #1	187.31	
	10/24/2022	AMEREN ILLINOIS	208 E California #2	44.09	
	10/24/2022	AMEREN ILLINOIS	208 E California #3	94.58	
	10/24/2022	AMEREN ILLINOIS	208 E California #4	77.72	
	08/04/2022	AMERICAN PEST CONTROL INC	Pest Control Service Quarterly 208 CA	100.00	
	08/04/2022	AMERICAN PEST CONTROL INC	Pest Control Service Quarterly 206 CA	100.00	
	09/20/2022	AMERICAN PEST CONTROL INC	Pest Control Service Quarterly 206 CA	90.00	
	09/20/2022	AMERICAN PEST CONTROL INC	Pest Control Service Quarterly 208 CA	90.00	
	08/04/2021	Area Disposal Service Inc.	Trash service for california property - July Invoice	53.72	
	08/17/2021	Area Disposal Service Inc.	Trash service for california property Inv 5022414	53.77	
	09/20/2021	Area Disposal Service Inc.	Trash service California properties	118.59	
	10/18/2021	Area Disposal Service Inc.	Trash service California properties	88.81	
	11/19/2021	Area Disposal Service Inc.	Trash service California properties	54.84	
	12/17/2021	Area Disposal Service Inc.	Trash service California properties	59.63	
	01/17/2022	Area Disposal Service Inc.	Trash service California properties	59.25	
	02/17/2022	Area Disposal Service Inc.	Trash service California properties	59.82	

Item	Date	Name	Memo	Amount	TOTAL
	07/27/2021	FAUST, VERITY	Apartment clean for client	150.00	
	10/01/2021	FAUST, VERITY	208 E California # 3	175.00	
	11/02/2021	FAUST, VERITY	EH cleaning	75.00	
	12/01/2021	FAUST, VERITY	EH cleaning	150.00	
	03/21/2022	GFL Environmental	Trash service California properties	60.75	
	04/20/2022	GFL Environmental	Trash service California properties	65.53	
	05/20/2022	GFL Environmental	Trash service California properties	66.63	
	06/21/2022	GFL Environmental	Trash service California properties	68.21	
	07/20/2022	GFL Environmental	Trash service California properties	68.53	
	08/20/2022	GFL Environmental	Trash service California properties	68.21	
	09/19/2022	GFL Environmental	Trash service California properties	123.56	
	10/20/2022	GFL Environmental	Trash service California properties	66.32	
	08/10/2021	IL AMERICAN WATER CO	208 E California #4	10.53	
	08/10/2021	IL AMERICAN WATER CO	206 E California #3	10.53	
	08/30/2021	IL AMERICAN WATER CO	208 E California #4 July 7- July 30	24.72	
	09/27/2021	IL AMERICAN WATER CO	208 E California #1 Aug 13-Aug31	31.40	
	09/27/2021	IL AMERICAN WATER CO	206 E California #4 Aug 13-Aug31	30.90	
	09/27/2021	IL AMERICAN WATER CO	206 E California #3 Aug 04-Aug31	47.93	
	09/27/2021	IL AMERICAN WATER CO	206 E California #1 Aug 25-Aug31	22.53	
	09/27/2021	IL AMERICAN WATER CO	208 E California #3 Aug 16-Aug31	28.19	
	10/12/2021	IL AMERICAN WATER CO	208 E California #4 July 7 - Aug 31	29.23	
	10/25/2021	IL AMERICAN WATER CO	206 E California #1 Sep 1 - Sep 30	65.13	
	10/25/2021	IL AMERICAN WATER CO	206 E California #3 Sep 1 - Sep 30	77.77	
	10/25/2021	IL AMERICAN WATER CO	206 E California #4 Sep 1 - Sep 30	29.71	
	10/25/2021	IL AMERICAN WATER CO	208 E California #1 Sep 1 - Sep 30	38.82	
	10/25/2021	IL AMERICAN WATER CO	208 E California #3 Sep 1 - Sep 30	32.75	
	10/25/2021	IL AMERICAN WATER CO	208 E California #4 Sep 1 - Sep 30	29.89	
	11/29/2021	IL AMERICAN WATER CO	206 E California #4	42.41	
	11/29/2021	IL AMERICAN WATER CO	206 E California #3	99.58	
	11/29/2021	IL AMERICAN WATER CO	206 E California #1	51.01	
	11/29/2021	IL AMERICAN WATER CO	208 E California #1	38.87	

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Item	Date	Name	Memo	Amount	TOTAL
	11/29/2021	IL AMERICAN WATER CO	208 E California #3	41.90	
	11/29/2021	IL AMERICAN WATER CO	208 E California #4	31.30	
	12/28/2021	IL AMERICAN WATER CO	206 E California #4	40.37	
	12/28/2021	IL AMERICAN WATER CO	206 E California #3	35.33	
	12/28/2021	IL AMERICAN WATER CO	206 E California #1	43.42	
	12/28/2021	IL AMERICAN WATER CO	208 E California #1	46.46	
	12/28/2021	IL AMERICAN WATER CO	208 E California #3	44.94	
	12/28/2021	IL AMERICAN WATER CO	208 E California #4	31.96	
	01/31/2022	IL AMERICAN WATER CO	206 E California #3	29.76	
	01/31/2022	IL AMERICAN WATER CO	206 E California #4	48.47	
	01/31/2022	IL AMERICAN WATER CO	206 E California #1	32.80	
	01/31/2022	IL AMERICAN WATER CO	208 E California #1	45.96	
	01/31/2022	IL AMERICAN WATER CO	208 E California #3	41.90	
	01/31/2022	IL AMERICAN WATER CO	208 E California #4	29.25	
	02/25/2022	IL AMERICAN WATER CO	206 E California #1	33.56	
	02/25/2022	IL AMERICAN WATER CO	206 E California #3	32.06	
	02/25/2022	IL AMERICAN WATER CO	206 E California #4	55.90	
	02/25/2022	IL AMERICAN WATER CO	208 E California #1	35.54	
	02/25/2022	IL AMERICAN WATER CO	208 E California #3	44.49	
	02/25/2022	IL AMERICAN WATER CO	208 E California #4	34.23	
	03/25/2022	IL AMERICAN WATER CO	206 E California #1	41.00	
	03/25/2022	IL AMERICAN WATER CO	206 E California #3	30.10	
	03/25/2022	IL AMERICAN WATER CO	206 E California #4	44.48	
	03/25/2022	IL AMERICAN WATER CO	208 E California #1	44.97	
	03/25/2022	IL AMERICAN WATER CO	208 E California #3	41.51	
	03/25/2022	IL AMERICAN WATER CO	208 E California #4	33.59	
	04/25/2022	IL AMERICAN WATER CO	206 E California #1	35.55	
	04/25/2022	IL AMERICAN WATER CO	206 E California #3	31.10	
	04/25/2022	IL AMERICAN WATER CO	206 E California #4	62.34	
	04/25/2022	IL AMERICAN WATER CO	208 E California #1	49.45	
	04/25/2022	IL AMERICAN WATER CO	208 E California #3	40.51	

Item	Date	Name	Memo	Amount	TOTAL
	04/25/2022	IL AMERICAN WATER CO	208 E California #4	34.25	
	05/26/2022	IL AMERICAN WATER CO	206 E California #1	45.27	
	05/26/2022	IL AMERICAN WATER CO	206 E California #3	43.16	
	05/26/2022	IL AMERICAN WATER CO	206 E California #4	36.81	
	05/26/2022	IL AMERICAN WATER CO	208 E California #1	52.68	
	05/26/2022	IL AMERICAN WATER CO	208 E California #3	31.52	
	05/26/2022	IL AMERICAN WATER CO	208 E California #4	33.12	
	06/27/2022	IL AMERICAN WATER CO	206 E California #1	40.94	
	06/27/2022	IL AMERICAN WATER CO	206 E California #2	39.84	
	06/27/2022	IL AMERICAN WATER CO	206 E California #3	47.84	
	06/27/2022	IL AMERICAN WATER CO	206 E California #4	64.79	
	06/27/2022	IL AMERICAN WATER CO	208 E California #1	66.36	
	06/27/2022	IL AMERICAN WATER CO	208 E California #3	29.31	
	06/27/2022	IL AMERICAN WATER CO	208 E California #4	33.03	
	06/28/2022	IL AMERICAN WATER CO	206 E California #2 Duplicate payment	39.84	
	07/25/2022	IL AMERICAN WATER CO	208 E California #4	31.61	
	07/25/2022	IL AMERICAN WATER CO	208 E California #3	94.96	
	07/25/2022	IL AMERICAN WATER CO	208 E California #1	42.55	
	07/25/2022	IL AMERICAN WATER CO	206 E California #4	42.55	
	07/25/2022	IL AMERICAN WATER CO	206 E California #3	48.91	
	07/25/2022	IL AMERICAN WATER CO	206 E California #1	38.32	
	08/25/2022	IL AMERICAN WATER CO	206 E California #1	37.79	
	08/25/2022	IL AMERICAN WATER CO	206 E California #2	21.97	
	08/25/2022	IL AMERICAN WATER CO	206 E California #3	42.55	
	08/25/2022	IL AMERICAN WATER CO	206 E California #4	36.72	
	08/25/2022	IL AMERICAN WATER CO	208 E California #1	47.85	
	08/25/2022	IL AMERICAN WATER CO	208 E California #2	33.09	
	08/25/2022	IL AMERICAN WATER CO	208 E California #3	74.30	
	08/25/2022	IL AMERICAN WATER CO	208 E California #4	38.00	
	09/26/2022	IL AMERICAN WATER CO	206 E California #1	36.72	
	09/26/2022	IL AMERICAN WATER CO	206 E California #2	70.07	

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Item	Date	Name	Memo	Amount	TOTAL
	09/26/2022	IL AMERICAN WATER CO	206 E California #3	61.07	
	09/26/2022	IL AMERICAN WATER CO	206 E California #4	36.72	
	09/26/2022	IL AMERICAN WATER CO	208 E California #1	54.72	
	09/26/2022	IL AMERICAN WATER CO	208 E California #2	37.28	
	09/26/2022	IL AMERICAN WATER CO	208 E California #3	65.31	
	09/26/2022	IL AMERICAN WATER CO	208 E California #4	37.28	
	10/27/2022	IL AMERICAN WATER CO	206 E California #1	45.13	
	10/27/2022	IL AMERICAN WATER CO	206 E California #2	72.12	
	10/27/2022	IL AMERICAN WATER CO	206 E California #3	62.08	
	10/27/2022	IL AMERICAN WATER CO	206 E California #4	31.89	
	10/27/2022	IL AMERICAN WATER CO	208 E California #1	43.54	
	10/27/2022	IL AMERICAN WATER CO	208 E California #2	64.82	
	10/27/2022	IL AMERICAN WATER CO	208 E California #3	31.89	
	10/27/2022	IL AMERICAN WATER CO	208 E California #4	41.46	
	10/11/2022	JAMES C ENTERPRISE	Gutter Cleaning	100.00	
	09/27/2022	ROBINSON, SHAYA	EH Apartment cleaning	67.50	
	08/18/2021	U-C SANITARY DISTRICT	Sewer 206 E California	144.36	
	09/01/2021	U-C SANITARY DISTRICT	Sewer 208 E California	131.74	
	11/12/2021	U-C SANITARY DISTRICT	206 E California 5915704	124.78	
	11/12/2021	U-C SANITARY DISTRICT	208 E California 5915705	69.03	
	01/07/2022	U-C SANITARY DISTRICT	206 E California 5953895	139.26	
	01/07/2022	U-C SANITARY DISTRICT	208 E California 5953896	93.28	
	03/11/2022	U-C SANITARY DISTRICT	206 E California 5992118	88.20	
	03/11/2022	U-C SANITARY DISTRICT	208 E California 5992119	89.88	
	05/27/2022	U-C SANITARY DISTRICT	206 E California 6030448	96.72	
	05/27/2022	U-C SANITARY DISTRICT	208 E California 6030449	97.95	
	07/15/2022	U-C SANITARY DISTRICT	206 E California 6068737	112.08	
	07/15/2022	U-C SANITARY DISTRICT	208 E California 6068738	102.19	
	09/23/2022	U-C SANITARY DISTRICT	206 E California 6105211	87.81	
	09/23/2022	U-C SANITARY DISTRICT	208 E California 6105212	146.36	
	08/04/2021	VP LAWN CARE	Invoice 1794	40.00	

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Item	Date	Name	Memo	Amount	TOTAL
	08/18/2021	VP LAWN CARE	Lawn Care 206 & 208 California Invoice 1804	160.00	
	09/21/2021	VP LAWN CARE	EH Lawn Care - August	160.00	
	11/02/2021	VP LAWN CARE	EH Lawn Care - September	120.00	
	01/11/2022	VP LAWN CARE	EH Lawn Care - October & November	80.00	18,235.91

Bridge to Home:
Filling Gaps in Local Homeless Services



Homelessness to Permanent Housing

Street Outreach **School Outreach**	to build trust to help homeless residents move to safety. to provide a safety net for families, preventing homelessness as well as responding to it.
Emergency Housing	12 units for literally homeless families & residents with disabilities & risk factors in congregate shelter, (i.e. LGTBQ+) with 1-3 month stays.
Transitional Housing	12 units to support participants who need up to 12 months to achieve independence.
Rapid Rehousing **Rental Assistance**	3-12 months of support with rent, utilities, and housing stabilization. 1-4 months of support for residents who are homeless *or at risk of homelessness*, helping families unstably housed.
Housing Navigation **& Supportive Services**	support locating and moving into housing as well as services to stay stably housed.

Collaborative

Continuum of Service Providers to the Homeless
Champaign County Housing Authority
Champaign Urbana Public Health District
Champaign County Health Care Consumers -
Champaign Urbana Mass Transit District
Champaign County Regional Planning Commission
Channing Murray Foundation
City of Champaign Township
City of Urbana
CU at Home
State of Illinois - Department of Human Services
Urbana School District

Cunningham Township's is an entry point on the Coordinated Entry for the Homeless System and a member of the Executive Committee of the Continuum of Service Providers to the Homeless.

Requests

Facilities Improvements/Costs

$280,874 for safety, accessibility and energy efficiency improvements.

Personnel

$528,578 to support program expansion over 4 years. Supports ESG match requirements

1.5 FTE for Emergency/Transitional Housing

1 FTE for Homeless Prevention through Rental Assistance

.5 FTE Program Assistant to support HMIS reporting and grants management

Direct Financial (Rental) Assistance

$390,000 in Rental Assistance to respond to COVID dislocations as well as support McKinney Vento homeless families with income to move into independent housing.

Note: ARPA dollars are the only identified source for this

Fills Key Gaps

Facilities Improvements/Costs

Ensures sustainability of housing program which supports underserved populations: Disabilited individuals, families, and those at risk in congregate shelter (LGBTQ+)

Personnel

Allow us to expand emergency/transitional housing to ensure no one is sleeping outside and provide supportive services to move into permanent housing.

Rental Assistance

Meet high demand during COVID recovery for rental assistance and better serve unstably housed families, which make up the majority of school referrals.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Bridge to Home* by Cunningham Township Supervisor's Office was allocated $658,838 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $658,838 in ARPA SLFRF funds, for the purpose of *Bridge to Home*, performed by Cunningham Township Supervisor's Office, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR STRIDES LOW BARRIER SHELTER BETWEEN THE CITY OF URBANA AND CITY OF CHAMPAIGN TOWNSHIP

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

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, City of Champaign Township is a municipal body in Champaign County, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in operating a low-barrier homeless shelter.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that reducing housing costs for those that need it most, increasing availability and affordability of mental health services, increasing availability and affordability of food, and invest in infrastructure to increase community health, safety, and future

resilience are important. The purpose of this Agreement is for the City to provide ARPA Funds to City of Champaign Township for Strides Low Barrier Shelter.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $750,000 to City of Champaign Township for Strides Low Barrier Shelter.

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

A. City of Champaign Township shall conduct activities for Strides Low Barrier Shelter, as detailed in Attachment A.
B. The project must occur between April 1st, 2023 and December 15th, 2026
C. The maximum amount of assistance from this Agreement shall be $750,000.
D. City of Champaign Township must provide reporting information to the City as required in Section 4.
E. The City shall transfer ARPA Funds to City of Champaign Township in an amount up to $750,000 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to City of Champaign Township on a quarterly reimbursement basis, based on invoice(s) for personnel costs. A Risk Assessment Form, copy of the invoicing and documentation for personnel costs, and Reporting Form shall be submitted by City of Champaign Township to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, City of Champaign Township shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by City of Champaign Township to the City for each additional payment, with a maximum total amount of $750,000. The City shall provide the Risk Assessment Form and Reporting Form templates to City of Champaign Township.
F. City of Champaign Township shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

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

A. City of Champaign Township shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. City of Champaign Township shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. City of Champaign Township shall complete Strides Low Barrier Shelter with ARPA Funds in accordance with Section 3.

D. City of Champaign Township shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, individuals served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. City of Champaign Township shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of City of Champaign Township. City of Champaign Township shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. City of Champaign Township understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. City of Champaign Township shall comply with all applicable statutes, ordinances, and regulations. City of Champaign Township shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA

Funds provided under this Agreement is prohibited by law, City of Champaign Township shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to City of Champaign Township in an amount up to $750,000 in support of this assistance. The transferred funds shall be provided to City of Champaign Township in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Strides Low Barrier Shelter, and Reporting Form shall be submitted by City of Champaign Township to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to City of Champaign Township. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the City of Champaign Township unless the City directs otherwise in writing.

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

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and City of Champaign Township. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS **CITY OF CHAMPAIGN TOWNSHIP**

By: _____ By: _____

Date: _____ Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The City of Champaign Township opened a low-barrier shelter in December of 2022. This is a 24/7 low-barrier shelter for homeless individuals throughout the community. The shelter provides daytime drop-in opportunities and associated services (laundry, computer time, etc.), case management services, as well as access to medical health and mental health services. The shelter accommodates space for 50 men and 10 women with potential for expansion in future years. Additionally, the low barrier shelter is a component of a shelter system in which public agencies and nonprofits create a comprehensive sheltering model from low barrier to mid barrier, on to high barrier, and ultimately housing assistance. Funding for the shelter has been pledged through the end of 2024, and Urbana ARPA funds will allow the shelter to cover staffing costs to continue beyond this point.

Key Objectives and Measurable Outcomes

- Number of staff supported with funds
- Individuals served
    - Number of outbound referrals
    - Number of guests working with a case manager
    - Progression of clients toward self-set goals
    - Progression to mid-barrier shelter or supportive permanent housing
- Average length of homelessness episode
- Number of first responder calls

Project Start Date: 4/1/23 **Project Completion Date:** 12/15/26

ARPA Funding

$750,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 25% of the amount requested in the application. This difference will be accounted for by changing the scope in which the funds provide for operations at the Strides Shelter. The original amount that the Township applied for was for two years of staffing at the Strides Low Barrier Shelter. The reduction in funding to 25% will equate to six months of staffing costs to operate the shelter.

In October of 2022 the City of Champaign committed to funding the Strides Low Barrier shelter for a total of two years, including all operating costs. The addition of funding from the City of Urbana will increase the initial funding for the shelter from 2 years to 2 years and 7 months with the City of Urbana's portion adding the additional 7 months.

Attachment A
Scope of Services

To ensure the funds are spent in a timely manner, the intent is to spend down Urbana funds from July 1, 2023 through January of 2024. Since the City of Champaign funds are not restricted by a timeline, they will then pick up for personnel costs in January of 2024 and run through at least June of 2025 (7 months more than the original timeline due to Urbana funding).

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)					
2023 Q3	The total budget for the Strides Shelter is $1,870,802.00 or $467,700.50 per quarter. Urbana funding will be solely used for salary and benefits for Strides Low Barrier Shelter employees. The total quarterly costs for the shelter are $467,700.50.	100 % of total personnel costs during this quarter. The $750,000.00 equates to a total of 40% of the low barrier shelter's budget.	$336, 132.00	Reimbursement	$336,132.00

Attachment A
Scope of Services

2023 Q4	The total budget for the Strides Shelter is $1,870,802.00 or $467,700.50 per quarter. Urbana funding will be solely used for salary and benefits for Strides Low Barrier Shelter employees. The total quarterly costs for the shelter are $467,700.50.	100 % of total personnel costs during this quarter. The $750,000.00 equates to a total of 40% of the low barrier shelter's budget.	$336,132.00	Reimbursement	$672,264.00
2024 Q1	The total budget for the Strides Shelter is $1,870,802.00 or $467,700.50 per quarter. Urbana funding will be solely used for salary and	23 % of total personnel costs during this quarter. The $750,000.00 equates to a total of 40% of the low barrier shelter's budget.	$77,736.00	Reimbursement	$750,000.00

Attachment A
Scope of Services

	benefits for Strides Low Barrier Shelter employees. The total quarterly costs for the shelter are $467,700.50.				
2024 Q2					
2024 Q3					
2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #2 [Link] and slides, attached hereto**

CITY OF CHAMPAIGN TOWNSHIP

Andrew J. Quantstrom
Supervisor

Introduction

In early 2022, the City of Champaign Township began discussions with staff at the City of Champaign as well as other local governments and nonprofits to address the overwhelming need for a 24/7 low barrier shelter in Champaign-Urbana. After extensive dialogue, the City of Champaign and City of Champaign Township entered into an intergovernmental agreement in which the City would fund, for a period of two years, the Township to operate a 24/7 low barrier shelter that would accommodate at least 50 men and 10 women.

City of Champaign Township

The City of Champaign Township has contributed significantly to the social service field and to those in need in Champaign County. The Township's general assistance, comprehensive emergency rental and mortgage assistance are just a few areas in which the Township has worked to address quality of life related issues. Additionally, the Township's CU at Work program, a nationally recognized program, provides homeless men and women an opportunity to work in the Township's Prosperity Gardens. This provided over 40 homeless men and women employment and 10 of those men and women permanent housing in the 2022 cohort alone. Additionally, the 1.5 acre urban farm provided thousands of pounds of fresh produce to the Beardsley Park neighborhood, Daily Bread, and the mobile market.

Strides Low Barrier Shelter

The Township purchased 70 E. Washington from CU at Home on December 2nd, 2022. The Township and CU at Home intend to implement a sheltering system in which CU at Home, through a mission change, will provide mid-level sheltering throughout Champaign and Urbana and the City of Champaign Township will open and operate a low barrier shelter at 70 E. Washington. The shelter will open in full operation on 12/12/2022 and will provide not only shelter but medical care, mental health care, comprehensive case management, safety personnel, as well as other services as needed. The shelter will also operate as a drop-in center and have laundry, basic need supplies, showers, and other services for those in Champaign County that need them. The shelter will be operated and staffed with a minimum of 2 case managers and 2 safety personnel as well as medical staff. Additionally, mental health services will be on site regularly to address client needs. During peak times Strides will be staffed with 3 case managers and 3 safety personnel to address higher demand. As noted, Strides fills a significant need in Champaign County to address homelessness.

The Need

The Township has hired 23 personnel to operate the shelter. Staff stared on 11/21/22 and have been onboarding at the Township. The staff has been training on conflict resolution, mental health strategies, medical first aide, and usage of Narcan and other procedures. The shelter is funded in it's entirety through December 31, 2024. As with all 24/7 operations, personnel costs are by far the most significant costs. The Township is pursuing additional funding from community partners such as other municipalities, nonprofits, and educational institutions, to extend operations of the shelter beyond 2024 and indefinitely. The Township's request for funding through this grant cycle, if funded in its entirety, would extend the shelter's 24/7 operations through December 31, 2026.

A. Organization Information

Completed by andy.cctownship@champaignil.gov on 10/18/2022 1:33 PM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

A. Organization Information

Please provide the following information.

A.1. Organization Name
City of Champaign Township

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Andrew

Last Name
Quarnstrom

A.4. Mailing Address
53 E. Logan St. Champaign, IL 61820

A.5. Phone Number
(217) 406-3121

A.6. Email Address
andy.cctownship@champaignil.gov

B. Project Details

Completed by andy.cctownship@champaignil.gov on 11/15/2022 9:45 AM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

B. Project Details

Please provide the following information.

B.1. Project Name
Strides Low Barrier Shelter-70 E. Washington St. Champaign, IL 61820

B.2. Requested Funding Amount
$2,985,198.66

B.3. Project Start Date
12/12/2022

B.4. Project Completion Date
12/15/2026

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☑ **Increase availability and affordability of mental health services.**
- ☑ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☑ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The City of Champaign Township is proposing and planning on opening a low barrier shelter as early as 12/15/2022. The would be a 24/7 low barrier shelter for homeless throughout the community. The shelter will provide daytime drop in opportunity and associated services (laundry, computer time, etc.), case management services, as well as access to medical health and mental health services. The shelter will accommodate space for 50 men and 10 women with potential for expansion in future years. Additionally, the low barrier shelter is a component of what is proposed to be a sheltering system in which public agencies and nonprofits create a comprehensive sheltering model from low barrier to mid barrier, on to high barrier, and ultimately housing assistance.

Current funds provide for this project to operate through 12/12/2024. Should Urbana ARPA funds be received th project would operate through 12/12/2026. As noted, the township is working to secure permanent funding for the project from 12/26 on.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")

Long term housing security-Services for unhouse persons-2.16

B.8. How does this project address needs that are not already met by existing local services?

Currently a 24/7 low barrier emergency shelter does not exist in Champaign County. The City of Champaign has committed 3.9 million of funding towards the operation of the low barrier shelter for two years and the City of Champaign Township has committed to operate the shelter for at least two years. The current expectation for 50 men and 10 women, based on sheltering numbers and point in time information from previous years, will close a significant gap in the need for 24/7 low barrier shelter beds in Champaign County. Additionally, the creation of a comprehensive sheltering system as other non-profits set up programs for mid to high barrier and assisted housing will ensure services are available for all housing insecure individuals in Champaign County.

C. Project Information

Completed by andy.cctownship@champaignil.gov on 11/15/2022 9:57 AM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
The City of Champaign Township has been a leader as it relates to social services in Champaign County. As an example, the Township was a founding member of Champaign County's "no wrong door program" for housing assistance. Through partnerships with Cunningham Township and the Champaign County Regional Planning Commission, the Township ensures that no matter where a Champaign County resident went for assistance, their application was taken and forwarded to the proper jurisdiction. This ensured Champaign County residents received the assistance they needed in an efficient and timely manner. The Township is taking that leadership to address Champaign County's most dire need, the lack of a 24/7 low barrier shelter. Although the City of Champaign Township is new to sheltering, we have extensive experience in addressing housing issues as noted below.

Here is a snapshot of some details related to the Township's provision of emergency rental and mortgage assistance over the last few years that note the significant impact the Township has had on housing and homelessness in Champaign County.

FY 2020/2021-$467,667.51 in rental, mortgage, and utility assistance provided
FY 2021/2022- $293,439.34 in rental and mortgage assistance provided

FY 2021/2022 Stats:

· Households Served: 210
· # of children: 226
· # of Households with children: 110
· # of Households affected by DV: 30
· # of housing voucher recipients served: 23

· 81 property management companies & private landlords served
· 4 utility companies served
· ~500 referrals made out to other entities
· ~2,800 inquiries (walk-ins, emails and calls)
· Received ~830 applications (averages to just over 3 per day) 830/260
· 63 Coordinated Entry intakes completed

82% identified as BIPOC (black or indigenous people of color)
72% identified as female

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.

Champaign County currently does not have a low barrier shelter nor does it have a 24/7 shelter. The creation of the new Strides 24/7 low barrier shelter will provide needed safety, services, and opportunities for some of our most vulnerable population in our County. Most significant, the low barrier shelter will serve everyone no matter what their background, disability, or dependency. The inclusive shelter will provide for everyone no matter their demographic.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.

The City of Champaign Township has partnered with many other local governments to provide services to those in need in both Champaign and Champaign County. The Township has received over 500k of CDBG funds from the City of Champaign to provide comprehensive rental, mortgage, and utility assistance since the start of the Covid pandemic. Additionally, the Township has received a 25k grant from the Champaign/Urbana Public Health District for the purposes of providing utility assistance to residents within the district impacted by Covid. The Township is currently operating under an agreement with the City of Champaign to provide 100k of rental assistance in FY 2022/2023 and 100k of rental assistance in FY 2023/2024. Lastly, the Township, through an IGA, has received 3.9 million in general funds from the City of Champaign for the purposes of operating a low barrier shelter for the next two years.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).

The budget for the Strides shelter was created by using past experiences in shelter operations from the non profit CU at Home as well as operational cost estimates from the City of Champaign Township's operations. As with most operations, staffing and staffing related costs make up the most significant part of the Strides budget. This is due partially to the fact that this is a 24/7 operation but also due to the challenging labor market and the need to incentivize the positions salary and benefits. Often the second most significant cost is capital. The ability to purchase the only existing shelter in Champaign County ultimately saved millions of dollars in the long run but mandated a more significant expenditure on the front end.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?

As noted, the City of Champaign has committed 3.9 million to this project. The City of Champaign's 3.9 million included funding for acquiring a property as well as operational costs to operate the shelter for two years. The addition of Urbana's ARPA funds will extend the operational period of the shelter out through 12/26, allowing time and opportunity to secure permanent funding while ensuring we are able to house our most vulnerable.

The Township intends to apply for additional funding through other local, state, and national grants. Additionally, the Township plans to work with the community partners, both government and non profits, to create a funding stream to operate the shelter indefinitely. Funding the operations through this grant for one year will allow the township to extend what is considered the trial period of the shelter for an additional year.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?

As noted, the Township has secured funding for a two year pilot program that will start around December 12, 2022. This application, which will be used for staffing of the shelter for an additional two years. Additional grant funding is

being applied for through the Champaign/Urbana joint application process as well as the Champaign County ARP funds. Over the next year, the Township will work to coordinate other local agencies, non profits and governments, to create a sustainable funding model to operate the shelter indefinitely.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?

As noted, the Township is working closely with the City of Champaign as the lead funder for the trial period. In addition, the Township is working with CU at Home to create a comprehensive sheltering system that will allow for complete and thorough wrap around services. The Township is working with the Champaign County Continuum of Service Providers to the Homeless to coordinate resources and services for the shelter. Lastly, the Township will be working with Cunningham Township for street outreach, especially in the City of Urbana but also throughout Champaign County.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

As it relates to the grant management, the Township has been successful in managing almost 1 million dollars in grants over the last three years including, local, state, and federal funds. The Township works closely with the City of Champaign finance department with who we contract with for management and financial resources. Our reporting on all grants has been flawless, accurate, comprehensive, and on time and as a local government our activity is provided through a transparent process. The City of Champaign Township provides full transparency through it's open meetings which are available online and recorded. The Township's web site, www.cctownship.com, provides for detailed meeting documents, statutory documents, and information to the public that increases transparency. Additionally, our annual audit has had no findings throughout the current administration's 10 years in office.

The Township is in the process of increasing staff for the shelter opening. The Township has hired twenty one full time and two part time employees for the sole purposes of shelter operations, all of whom start on November 21, 2022. Additionally, the Township's Deputy Supervisor will work with the Supervisor to oversee operations, manage funding, and provide reporting. These numbers represent a significant boost in staffing from previous attempts to operate a shelter and provide for higher pay, greater benefits, and a more balance work life balance to ensure that the Township can recruit and retain quality employees to work in the shelter.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?

Our software, ClientTrack, will provide a comprehensive timeline of each guest's interactions, referrals (both pursued and not) and progression toward goals that the guest set for themselves in coordination with their case manager. ClientTrack also allows for Strides to create reports that are detailed and outcome-specific, which would show who successfully completed programming that ultimately resulted in a forward progression to either mid-barrier sheltering or supportive permanent living. We will also be working with key community partners to share data and report it to the community as a joint effort of services.

To measure success of Strides, we fully intend to share the number of outbound referrals that were pursued in good faith, the number of guests actively working with a case manager (all are assigned to a case manager, but it is up to the guest how or if they utilize the case management services), comparing average length of homelessness episode every 6 months to show a decrease in amount of time spent in the shelter, and track the number of EMS/first responder calls to show downward trends. We intend to collaborate with the UIPD REACH program to provide them an opportunity to lessen the number of recurring calls from known persons in crisis and increase the number of

contacts made with those not utilizing shelter services (and in turn, providing them the information about servic they can access).

Our ideal outcome of the program would be guests work with their case manager to achieve short-term goals to move them into the next stage of living, which could be non-congregate living (to some degree) and gain skill(s) that promote independent living in the next 12-18 months.

C.10. Please describe any other COVID relief funding that your organization has received.
The Township received CARES money during the Covid pandemic to assist in daily Township operations which were significantly impacted during Covid. Additionally, the Township was a sub grantee through the City of Champaign to use CDBG money to provide rental, mortgage, and utility assistance to residents impacted by Covid. Lastly, the Township received a grant from the Champaign-Urbana Public Health District to provide utility assistance relief for residents of the district who were impacted by the pandemic.

D. Project Budget

Completed by andy.cctownship@champaignil.gov on 11/11/2022 9:54 AM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Personnel - Salary and benefits for personnel delivering the services	$2,985,198.66
	$2,985,198.66

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	
2023	
2024	
2025	1492599.33
2026	1492599.33

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by andy.cctownship@champaignil.gov on 11/11/2022 9:54 AM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

Urbana ARPA Staffing Costs.xlsx

Submit

Completed by andy.cctownship@champaignil.gov on 11/15/2022 11:56 AM

Case Id: 30315
Name: City of Champaign Township - 2022
Address: 53 E. Logan St.

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Andrew J Quarnstrom
Electronically signed by andy.cctownship@champaignil.gov on 11/15/2022 11:56 AM

Today's Date
11/15/2022

Strides Staffing Costs Per Year (FY

Staffing	Salary and Benefits	Total Cost/Position
Training		$ 18,000.00
Program Director	$ 85,715.23	$ 85,715.23
Outreach Cooridnator	$ 78,176.78	$ 78,176.78
Case Managers 1st Shift	$ 71,218.20	$ 284,872.80
Case Managers 2nd Shift	$ 71,218.20	$ 284,872.80
Case Mangers 3rd shift	$ 77,017.02	$ 308,068.08
Security 1st Shift (2)	$ 52,662.00	$ 105,324.00
Security 2nd Shift (4)	$ 52,662.00	$ 210,648.00
Security 3rd Shift (2)	$ 58,460.82	$ 116,921.64
		$ 1,492,599.33

2022/2023)

Number of Staff Per Position

1
1

4 employees
4 employees
4 employees

2 employees
4 employees
2 employees



“Strides”

City of Champaign Township

Low Barrier Shelter

70 E. Washington St.

History

Champaign County has lacked a 24-hour low barrier shelter for years.

Champaign City Council adopted it's 2021-2023 Council Vision and Goals, one of which was "work to create and sustain year-round emergency shelter in the City to address the needs of all unhoused populations".

Champaign City staff and City of Champaign Township staff have been in discussion since spring of 2022 to create a low barrier shelter operated by the Township.

On April 5th, 2022, City Council directed staff to finalize an agreement with the City of Champaign Township for the creation of a 24-hour low barrier shelter.

The Township hired staff on 11/21 and closed on 70 E. Washington on November 29th.

Shelter Operations begin on 12/12/2022.

Category	Year One	Year Two
Equipment/Capital Repairs	$45,000.00	$45,000.00
Operations		
-----Utilities	$36,000.00	$37,800.00
-----Building Lease	$216,000.00 (Dependent on BSD)	$168,000.00
-----Cleaning	$14,400.00	$15,120.00
-----Case Management Software	$50,000.00 ($32,000.00 one time)	$18,000.00
-----Laundry	$12,000.00	$$12,600.00
-----Miscellaneous	$96,000.00	$100,800.00
Staffing		
-----Program Director	$85,716.00	$88,287.00
-----Outreach Coordinators	$78,177.00	$80,523.00
-----Case Managers	$877,814.00	$904,149.00
-----Security Staff	$432,894.00	$445,881.00
-----Training	$18,000.00	$18,900.00
Total	$**1,962,001**	$**1,935,060**



Staffing Model

- Deputy Supervisor will oversee shelter operations as well as other programs.
- Program Director (Mon-Fri. days) will manage operations and personnel at the shelter.
- Outreach Coordinator (Mon-Fri. days but flexible) will provide outreach throughout the community both on the streets and to partner agencies, businesses, etc.
- All three shifts will have two social workers on site.
- 1st and 3rd Shift will each have one security guard, 2nd shift will have two.

Services Offered

- Showers
- Hygiene products for men and women
- Case management
- Recovery support
- Community space
- SMART recovery (Alternative to A/A)
- Mental health referral and possible care
- Basic medical care
- Preventative medical care

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (CITY OF CHAMPAIGN TOWNSHIP)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Strides Low Barrier Shelter* by City of Champaign Township was allocated $750,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $750,000 in ARPA SLFRF funds, for the purpose of *Strides Low Barrier Shelter*, performed by City of Champaign Township, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR YOUTHBUILD: BRIDGING THE GAP BETWEEN THE CITY OF URBANA AND HOUSING AUTHORITY OF CHAMPAIGN COUNTY

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Housing Authority of Champaign County (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Housing Authority of Champaign County is a municipal corporation in Champaign County, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in funding investments in the YouthBuild pre-apprenticeship program.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that improving accessibility of public recreation space and youth programming and increase job training and placement opportunities are important. The purpose of this Agreement is for the City to provide ARPA Funds to Housing Authority of Champaign County for YouthBuild: Bridging the Gap.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $350,000 to Housing Authority of Champaign County for YouthBuild: Bridging the Gap.

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

A. Housing Authority of Champaign County shall conduct activities for YouthBuild: Bridging the Gap, as detailed in Attachment A.

B. The project must occur between April 1, 2023 and January 1, 2026

C. The maximum amount of assistance from this Agreement shall be $350,000.

D. Housing Authority of Champaign County must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Housing Authority of Champaign County in an amount up to $350,000 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Housing Authority of Champaign County on a quarterly reimbursement basis, based on invoice(s) for facilities, personnel, financial assistance, and supply costs associated with this project. A Risk Assessment Form, copy of the invoicing and documentation for facilities, personnel, financial assistance, and supply costs associated with this project and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Housing Authority of Champaign County shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Housing Authority of Champaign County to the City for each additional payment, with a maximum total amount of $350,000. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County.

F. Housing Authority of Champaign County shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Housing Authority of Champaign County: Housing Authority of Champaign County agrees to adhere to funding requirements and provide information needed that include the following:

A. Housing Authority of Champaign County shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Housing Authority of Champaign County shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Housing Authority of Champaign County shall complete YouthBuild: Bridging the Gap with ARPA Funds in accordance with Section 3.

D. Housing Authority of Champaign County shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of individuals served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. Housing Authority of Champaign County shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Housing Authority of Champaign County. Housing Authority of Champaign County shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Housing Authority of Champaign County understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Housing Authority of Champaign County shall comply with all applicable statutes, ordinances, and regulations. Housing Authority of Champaign County shall not use any

of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Housing Authority of Champaign County shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Housing Authority of Champaign County in an amount up to $350,000 in support of this assistance. The transferred funds shall be provided to Housing Authority of Champaign County in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for YouthBuild: Bridging the Gap, and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Housing Authority of Champaign County unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Housing Authority of Champaign County shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Housing Authority of Champaign County does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Housing Authority of

Champaign County shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Housing Authority of Champaign County. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS

By: _____

HOUSING AUTHORITY OF CHAMPAIGN COUNTY

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

YouthBuild is a community-based, pre-apprenticeship program designed to offer a unique second chance to young people. The program is currently funded through the Department of Labor to serve 84 at-risk and disadvantaged youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, homeless youth, and other disconnected youth populations by providing basic education, occupational training, and leadership training while addressing several core issues important to low-income communities: affordable housing, education, employment, and leadership development. Students in the program earn an accredited High School diploma while also earning nationally recognized credentials in basic construction.

ARPA Funds will address costs for classroom space in Urbana, tuition for students, personnel for the program, supportive services for participants, and post-secondary certification costs for participants.

Key Objectives and Measurable Outcomes

- Total number of participants
- Number of participants demonstrating improved reading and math scores (as indicated by TABE tests)
- Number of participants receiving high school diplomas
- Number of participants receiving one or more career certifications

Project Start Date: 4/1/23 **Project Completion Date:** 1/1/26

ARPA Funding

$350,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 88% of the amount requested in the application. This difference will be accounted for by omitting second staff position ($50,000) and using alternative program grant funding.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement

Attachment A
Scope of Services

2023 Q2 (April, May, June)	$32,000	100% Staffing, site space rental, Penn Foster enrollment	$32,000	reimbursement	$32,000
2023 Q3	$64,400	100% Supportive services, rent & utilities, staffing, career certifications, stipends, program activities, post-secondary education certifications	$64,400	reimbursement	$96,400
2023 Q4	$64,400	100% Supportive services, rent & utilities, staffing, career certifications, stipends, program activities, post-secondary education certifications	$64,400	reimbursement	$160,800
2024 Q1	$64,400	100% Supportive services, rent & utilities, staffing, career certifications, stipends, program activities, post-secondary	$64,400	reimbursement	$225,200

Attachment A
Scope of Services

		education certifications			
2024 Q2	$64,400	100% Supportive services, rent & utilities, staffing, career certifications, stipends, program activities, post-secondary education certifications	$64,400	reimbursement	$289,600
2024 Q3	$60,400	100% Supportive services, rent & utilities, staffing, career certifications, stipends, program activities, post-secondary education certifications	$60,400	reimbursement	$350,000
2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Attachment A
Scope of Services

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #12 [Link] and slides, attached hereto**

Housing Authority of Champaign County
Growing & Moving Forward Together

Housing Authority of Champaign Co
2008 N. Market Street
Champaign, Illinois 61822
Phone : (217) 378-7100
Fax : (217) 378-7113

Executive Summary

Housing Authority of Champaign County YouthBuild: Bridging the Gap Project

YouthBuild is a community-based, pre-apprenticeship program designed to offer a unique second chance to young people. Our program is currently funded through the Department of Labor to serve 84 at-risk and disadvantaged youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, homeless youth, and other disconnected youth populations by providing basic education, occupational training, and leadership training while addressing several core issues important to low-income communities: affordable housing, education, employment, and leadership development. Students in our program earn an accredited High School diploma while also earning nationally recognized credentials in basic construction. Our program model is 50% classroom instruction and education, 40% hands-on instruction, and 10% leadership development.

During their tenure in the YouthBuild program participants also get the opportunity to earn the following certifications: Flaggers, Forklift, OSHA (Occupational Safety and Health Administration), NCCER (National Center for Construction Education and Research), First Aid & CPR, Illinois Food Handlers Certification, Smart Money Financial Literacy Certification, Anger Management Certification, and a variety of other employment related certifications that make youth more marketable employees.

Since the inception of our program, Urbana youth have found difficulty accessing the services provided by YouthBuild due to the distance from their homes. This distance has not stopped the continued interest in the program as we have between 20-30 Urbana students on our waitlist at any given time. The proposed project is intended to expand the YouthBuild program by twenty additional youth who are exclusively Urbana residents. Under this proposal, youth will be serviced in the city of Urbana as opposed to our current location in Champaign.

We are requesting a total of $400,000 in support of the YouthBuild Program. A proposed breakdown of services intended to be covered by this funding are below.

- **$100,000** – We are requesting $100,000 to secure a location in Urbana for approximately 18 months. The requested funds will go toward program site space rental/equipment, and general operations.
- **$100,000** – The average cost of tuition for a YouthBuild student is $10,000. The funds requested under this line item will cover a portion of tuition for 20 Urbana youth in partnership with the YouthBuild Coalition funds that were received earlier this year.
- **$100,000** - Funding for two essential full-time staff positions (including fringe benefits) at Urbana site $50,000 each ($35,000 salary + $15,000 fringe benefits).
- **$50,000** - Supportive services for students in the program (transportation, childcare, counseling, etc.).
- **$50,000** - post-secondary education certifications (application fees, transcripts, books, and tuition for 24- month certificates).

A. Organization Information

Completed by shevonem@hacc.net on 11/16/2022 4:27 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

A. Organization Information

Please provide the following information.

A.1. Organization Name
Housing Authority of Champaign County, YouthBuild

[redacted]

A.2. Organization Type
501(c) Non-Profit Organization

[redacted]

[redacted]

A.3. Applicant Name/Point of Contact

First Name
Lily

Last Name
Walton

A.4. Mailing Address
2008 N. Market St Champaign, IL 61820

A.5. Phone Number
(217) 372-5590

A.6. Email Address
shevonem@hacc.net

B. Project Details

Completed by shevonem@hacc.net on 11/16/2022 4:31 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

B. Project Details

Please provide the following information.

B.1. Project Name
YouthBuild: Bridging the Gap

B.2. Requested Funding Amount
$400,000.00

B.3. Project Start Date
01/01/2023

B.4. Project Completion Date
01/01/2026

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- [x] **Improve accessibility of public recreation space and youth programming**
- [ ] **Increase support for community violence interventions.**
- [ ] **Reduce housing costs for those that need it most**
- [ ] **Increase availability and affordability of mental health services.**
- [ ] **Increase availability and affordability of food**
- [x] **Increase job training and placement opportunities**
- [ ] **Provide relief and support for local businesses.**
- [ ] **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
1. Beneficiaries: YouthBuild is a community-based pre-apprenticeship program designed to offer a unique second chance to young people. Our program is currently funded to serve 84 at-risk and disadvantaged youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, homeless youth, and other disconnected youth populations by providing basic education, occupational training, and leadership training while addressing several core issues important to low-income communities: affordable housing, education, employment, and leadership development. Students in our program earn an accredited HS diploma while also earning a nationally recognized credential in basic construction, NCCER. Our program model is 50% classroom instruction & education, 40% hands-on instruction, and 10% leadership development.

2. Social Benefits: YouthBuild offers young people the opportunity to reclaim their futures and the state of housing in their community. In addition to the education offered by our program, YouthBuild members also complete over 100 hours of community service and more than 170 hours of hands-on work experience rehabilitating affordable housing. Participants may remain in the YouthBuild program for 6-18 months. During their tenure in the YouthBuild program they get the opportunity to earn the following certifications:

o Flaggers
o Forklift
o OSHA (Occupational Safety and Health Administration)
o NCCER (National Center for Construction Education and Research)
o First Aid & CPR
o Illinois Food Handlers Certification
o Smart Money Financial Literacy Certification
o Anger Management Certification
o Construction Rolling Green

The proposed project is intended to expand the YouthBuild program by 20 additional participants by bringing the YouthBuild model into the city of Urbana.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Community Violence Interventions- 1.11

B.8. How does this project address needs that are not already met by existing local services?
With the increasing demand for YouthBuild programming in the Champaign County community, HACC is in need of diversified site locations to offer the program to individuals outside of Champaign, IL.

C. Project Information

Completed by shevonem@hacc.net on 11/16/2022 4:20 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
The HACC YouthBuild program has demonstrated the following statistical outputs regarding enrolled students:

100% Low income & unemployed at time of enrollment
96% HS drop-outs
85% Basic skill deficient
7% Youth Offenders
2% Recidivism following program completion

91% Received educational and/or career certifications
37% YouthBuild housing voucher placements
21% Bright Futures Internship Program placements
21% YouthBuild alumni employed within HACC
16% Transition to Independence Program housing placements
5% Family Support Program housing placements

The program consists of 3 parts:

50% Education enrichment (HS diploma, career & post-secondary educational certifications)
40% Construction
10% Leadership & Community Service

Additional certifications include:

First Aid & CPR
Smart Money Financial Literacy
IL Food Handler Certification
Anger Management Certification

YouthBuild students spend time on a job site, learning the construction trade with hands-on experience building homes for their communities and other small projects. This creates stable housing for low-income families while giving students marketable job skills.

Leadership is taught explicitly based on the philosophy that all young people can learn and transform themselves when engaged in a safe and caring environment with positive values. Skills learned through the leadership component translates not only to the workplace but to the students' personal lives as well.

We offer the following supportive services through various grant funding and community partnerships to address the following, but not limited to, barriers to success:

Transportation
Child care
Education assistance (application fees, transcripts, tuition, etc.)
Employment assistance (trainings, professional development, certifications, etc.)
Rental & utility assistance (security deposit, etc.)
Mental health & substance abuse counseling
Gun violence prevention/education and mediation workshops

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.

The City of Urbana has been highly impacted by the pandemic, particularly as to how it has so gravely affected educational gains for low-income families residing in the Urbana School District service area. The SVI (Social Vulnerability Index) is used to help prioritize a community's resources in the event of a disaster. In their words, "a number of factors, including poverty, lack of access to transportation, and crowded housing may weaken a community's ability to prevent human suffering and financial loss in a disaster"-- Urbana hosts several high impact neighborhoods noted by the SVI. Data obtained from the Illinois Report Card Urbana SD 116 website shows that in 2022, 68.5% of students were considered low-income. Furthermore, 55.2% were noted as having chronic absenteeism. The districts rate for dropouts (13.9%) was more than double the state rate of 5.1%. Furthermore, statistics showed that it would take low-income students approximately an additional year of high school (5) to equate to the graduation rate of all students in a 4 year completion timeframe.(https://www.illinoisreportcard.com)

The many educational and career certifications offered in YouthBuild can be utilized within an additional program site in Urbana introducing alternative educational and career pathways for residents to build lives built on success rather than despair, violence, and poverty despite the setbacks the recent pandemic has caused. Over 90% of YouthBuild participants will receive an educational or career certificate upon completion of the program, a much needed tool towards eventual self-sustainability. More than 95% of enrolled students complete program graduation requirements with a less than 5% judicially-involved recidivism including justice-involved youth noted prior to program enrollment. All graduates also receive a follow-up year after graduation to further assist with job and post-secondary educational placements and supportive services.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.

$150,000 City of Champaign ARPA funds

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
$100,000 Program site space rental/equipment, general operations

$100,000 Tuition fees for 20 Urbana youth in partnership with Illinois YouthBuild Coalition funds
$5000 Urbana ARPA (HS diploma, education and career milestone student stipend)
$5000 Illinois YB Coalition match funds (supplies, all other costs covered under YouthBuild grant funds)

$100,000 Funding for 2 essential full-time staff positions (including fringe benefits) at Urbana site
$50,000 each ($35,000 salary + $15,000 fringe benefits)

$50,000 Supportive services (transportation, childcare, counseling, etc.)

$50,000 Post-secondary education certifications (application fees, transcripts, books, tuition for 24-month certificates)

$400,000 Total

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
$1.5 million Department of Labor funds

$150,000 City of Champaign ARPA funds

$75,000 United Way funds

$1,725,000 Total

Potential Urbana ARPA grant funds will be used to service students enrolled at the YouthBuild program Urbana site aside from 2 staff positions based exclusively at said site. HACC YouthBuild staff and personnel salaries are funded in full by the Department of Labor and the Illinois YouthBuild Coalition. We believe in and track all grant funding dedicated to YouthBuild program implementation and students served.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
We would use Department of Labor funds for continued programming at Champaign site only.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
Illinois YouthBuild Coalition
Parkland College

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

Since 2020, through two rounds of Department of Labor grant funding ($3 Million), the Housing Authority of Champaign County (HACC) has delivered the YouthBuild program for over 100 youth ages 16-24 who have dropped out of high school and who are interested in pursuing careers in the trades.. Participants of our YouthBuild program include those who have been incarcerated, who have a disability, who are migrants, who are in the foster system, who experience homelessness, and who are food insecure. All are low-income and most are from underrepresented minority groups.

Highly Experienced

The Housing Authority of Champaign County, more broadly, has ample experience working with low-income populations and minority populations who need access to quality affordable housing. We are a Moving to Work agency, which enables us to provide a variety of housing programs and support services, including a self-sufficiency program, case management, a local home ownership program, an emergency family shelter program, a reentry transitional housing program, a good steward lease purchase program, and a community improvement and support initiative. Furthermore, HACC has utilized an annual $22 million budget with the successful renewal of the following HUD (United States Department of Housing and Urban Development) funding: Moving to Work Block grant, Family Self Sufficiency, Housing Choice Voucher, RAD Project Based Vouchers, Project Based Vouchers, and the Illinois State Re-Entry grant.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
YouthBuild will report on the program success using the following metrics:

Our goal is to have 90% of our students improve their reading and math scores.
• TABE (tests of adult basic education for reading or math level gains)

Students are TABE tested at two times within enrolled cohort; upon selection into programming (pretest) and again before graduation (post test). The desired outcome is either a higher score from pre- to post-test on a reading aptitude or math assessment test to demonstrate gain of skill level in each or either area.

100% of our graduates will earn a high school diploma (if applicable)
100% of our graduates will earn one or more career certifications:

Flaggers
Forklift
OSHA (Occupational Safety and Health Administration)
NCCER (National Center for Construction Education and Research)
First Aid and CPR
Illinois Food Handlers Certification
Anger Management Course Certification
Smart Money Financial Literacy Certification
Construction Rolling Green

C.10. Please describe any other COVID relief funding that your organization has received.
$500,000 Cares Act funds

$40,000 United Way (eviction prevention)

D. Project Budget

Completed by shevonem@hacc.net on 11/16/2022 4:17 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Rent/Utilities - Costs to rent and operate office space	$100,000.00
Personnel - Salary and benefits for personnel delivering the services	$100,000.00
Direct Financial Assistance – Direct monetary assistance to community members (Example: rent assistance or small business grants)	$150,000.00
Supplies - Supplies necessary to deliver the services performed	$50,000.00
	$400,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	
2023	100000
2024	100000
2025	100000
2026	100000

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?

Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by shevonem@hacc.net on 11/4/2022 12:13 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by shevonem@hacc.net on 11/16/2022 4:32 PM

Case Id: 30324
Name: Housing Authority of Champaign County - 2022
Address: 2008 N. Market St

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Shevone Myrick
Electronically signed by shevonem@hacc.net on 11/16/2022 4:05 PM

Today's Date
11/16/2022



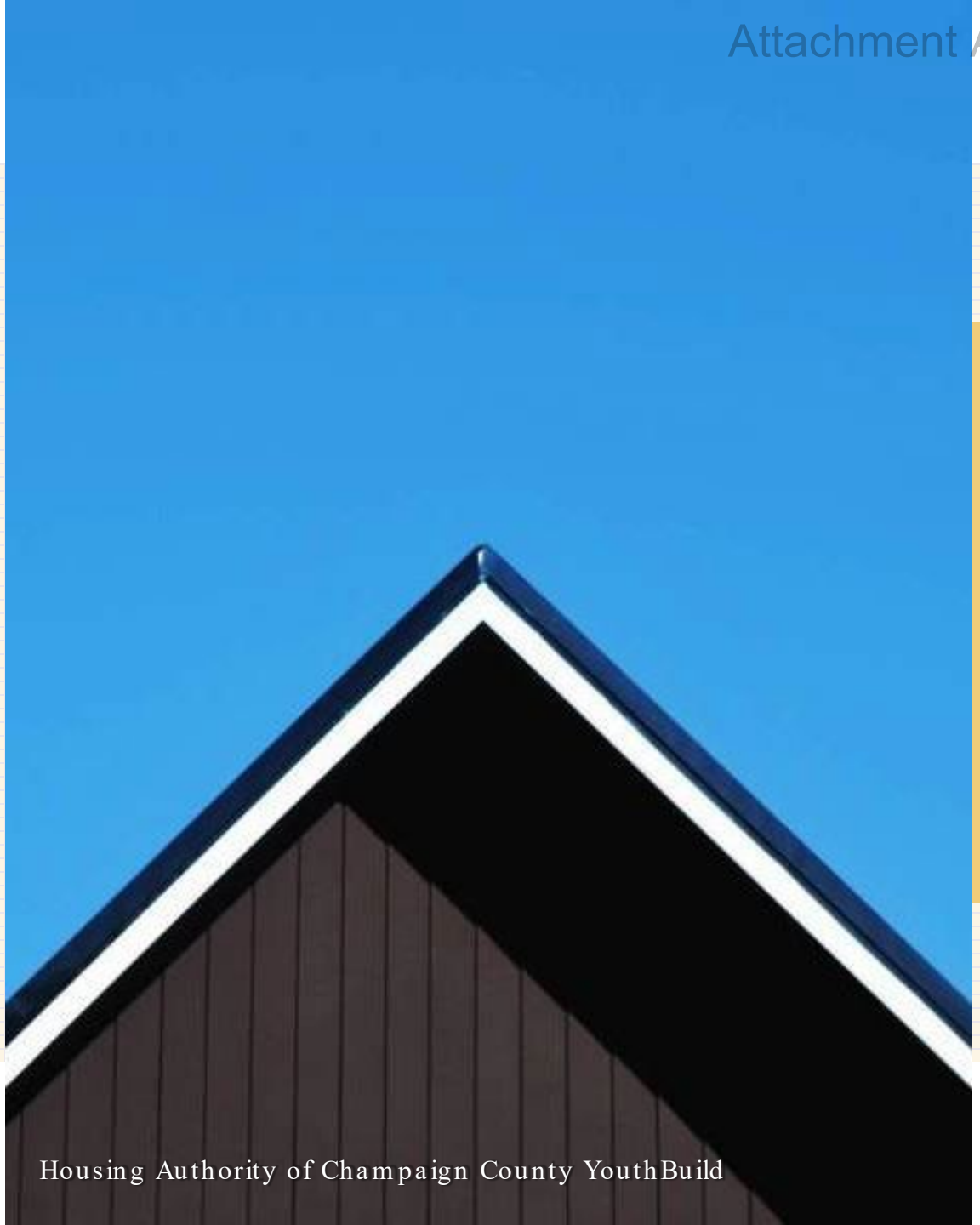
YouthBuild: Bridging the Gap Project

DECEMBER 13, 2022





YouthBuild is a U.S. Department of Labor-funded, non-residential, community-based alternative education program that provides job training and educational opportunities for at-risk youth ages 16-24. Youth in our program will learn construction skills while constructing or rehabilitating affordable housing for low-income or homeless families in their own neighborhoods.



Housing Authority of Champaign County YouthBuild

50% Classroom Instruction & Education

40% Hands-On Construction

10% Leadership Development

Funding Request: $400,000

Location	Tuition	Staffing	Supportive Services	Certifications
$100,000	$100,000	$100,000	$50,000	$50,000
Secure location in Urbana for 18 months including site space rental/ equipment, general operations	Tuition coverage for 20 Urbana youth in partnership with Illinois YouthBuild Coalition funding	Funding for two essential, full-time staff positions at Urbana site $50,000 each ($35,000 salary + $15,000 fringe benefits	Transportation, childcare, counseling, etc. for program participants	Post-secondary education certifications (application fees, transcripts, books, and tuition for 24-month certificates)









Thank you

LILY WALTON | LILYW@HACC.NET | WWW.HACK.NET/YOUTHBUILD

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (HOUSING AUTHORITY OF CHAMPAIGN COUNTY: YOUTHBUILD)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *YouthBuild: Bridging the Gap* by Housing Authority of Champaign County was allocated $350,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $350,000 in ARPA SLFRF funds, for the purpose of *YouthBuild: Bridging the Gap*, performed by Housing Authority of 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 of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR STEER PLACE RENOVATION PROJECT BETWEEN THE CITY OF URBANA AND HOUSING AUTHORITY OF CHAMPAIGN COUNTY

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Housing Authority of Champaign County (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Housing Authority of Champaign County is a municipal corporation in Champaign County, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in renovating the Steer Place low-income residential facility.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that reducing housing costs for those that need it most is important. The purpose of this Agreement is for the City to provide ARPA Funds to Housing Authority of Champaign County for Steer Place Renovation Project.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $500,000 to Housing Authority of Champaign County for Steer Place Renovation Project.

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

A. Housing Authority of Champaign County shall conduct activities for Steer Place Renovation Project, as detailed in Attachment A.

B. The project must occur between February 1st, 2024 and March 1st, 2025.

C. The maximum amount of assistance from this Agreement shall be $500,000.

D. Housing Authority of Champaign County must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Housing Authority of Champaign County in an amount up to $500,000 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Housing Authority of Champaign County on a quarterly reimbursement basis, based on invoice(s) for construction costs. A Risk Assessment Form, copy of the invoicing and documentation for construction costs, and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Housing Authority of Champaign County shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Housing Authority of Champaign County to the City for each additional payment, with a maximum total amount of $500,000. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County.

F. Housing Authority of Champaign County shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Housing Authority of Champaign County: Housing Authority of Champaign County agrees to adhere to funding requirements and provide information needed that include the following:

A. Housing Authority of Champaign County shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Housing Authority of Champaign County shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Housing Authority of Champaign County shall complete Steer Place Renovation Project with ARPA Funds in accordance with Section 3.

D. Housing Authority of Champaign County shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. Housing Authority of Champaign County shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Housing Authority of Champaign County. Housing Authority of Champaign County shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Housing Authority of Champaign County understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Housing Authority of Champaign County shall comply with all applicable statutes, ordinances, and regulations. Housing Authority of Champaign County shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law,

Housing Authority of Champaign County shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Housing Authority of Champaign County in an amount up to $500,000 in support of this assistance. The transferred funds shall be provided to Housing Authority of Champaign County in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Steer Place Renovation Project, and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Housing Authority of Champaign County unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Housing Authority of Champaign County shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Housing Authority of Champaign County does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Housing Authority of Champaign County shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Housing Authority of Champaign County. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS	**HOUSING AUTHORITY OF CHAMPAIGN COUNTY**
By: _____	By: _____
Date: _____	Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The Housing Authority of Champaign County's (HACC) nonprofit affiliate Oak Grove Development Corporation will use ARPA funds to aid in the rehabilitation of Oscar Steer Place (Steer Place Apartments), a senior affordable housing project in Urbana, IL. Originally constructed in 1973, Steer Place Apartments needs significant improvements.

The rehabilitation will focus on providing structural updates, updating units, making the property more accessible, adding security features, and providing community spaces within the building to improve the quality of life for existing and future tenants. The ARPA funds will allow HACC to make these improvements which will ultimately preserve the affordable housing at Steer Place Apartments and protect Urbana's vulnerable senior population.

Key Objectives and Measurable Outcomes

- Completion of asbestos remediation
- Completion of HVAC upgrades
    - Change in utility bills
- Number of households served

Project Start Date: 2/1/24 **Project Completion Date:** 6/1/25

ARPA Funding

$500,000

Changes from submitted application, and project specific conditions, if Any

The award provided is approximately 33% of the amount requested in the application. This difference will be accounted for by HACC applying for HOME or AHP loans and requesting to use HUD MTW funds. The awarded ARPA funds will be generated towards the remediation of asbestos, any remaining funds will be generated toward HVAC upgrades on this project.

Prior to spending Urbana ARPA funds on the Steer Place rehabilitation, HACC will provide evidence that it has secured one of the above funding sources or other adequate financing to complete the rehabilitation.

The proposed scope of work for Steer Place Apartments includes:

Attachment A
Scope of Services

Exterior

- Caulk and seal exterior as needed
- Repair concrete sidewalks around building as needed
    - North and East sidewalk areas are uneven and broken
- Repair and paint guard/ handrails on East side
- Replace exterior lighting with LED fixtures/ bulbs
- Replace Asphalt parking lots and drive areas
- Replace soffit lighting with modern LED fixtures
- Repair areas of damaged fence and extend fencing around the site
- Remove and place roof membrane with TPO roofing system
- Replace roof hatch and install new hatch with guard rails
- Accessible landscaping on one side yard and rear yard
- Outdoor entertainment area with available seating to accommodate 25% of the residents
- Exterior security camera system

Common areas. Hallways & Offices

- Replace flooring with LVT type product
- Replace drywall
- Paint walls and ceilings
- Remodel elevator cabs and upgrade elevator from hydraulic to electric
- Replace switches and outlets and install new covers
- Install new sink and toilet shut offs (1/4 turn)
- Install new braided toilet supply lines with EFV valve
- Replace common area kitchen appliances
    - Energy star rated
    - Locally sourced
- Upgrade all lighting to LED
    - (90% are already upgraded)
- Replace bathroom Faucets
- Insulate accessible hot water lines
- Install smart programable thermostats in common area and offices
- Replace security cameras and install additional where needed
    - Interior and exterior

Attachment A
Scope of Services

- Lever door hardware on all doors
- Rocker light switches
- Facility wide security camera system
- New computer room
- Adjustable shelving in the common area closets

Units

- Replace flooring with LVT type product
- Replace cove base molding
- Remove and replace drywall
- Paint all walls and ceilings
- Replace all appliances and provide VRF air conditioning
    - Energy star rated
    - Locally sourced
- Remove and replace Doors and casing
- Replace kitchen cabinets, countertops and sink (accessible sink depth). Cabinets with accessible handles/touch latches for doors and drawers
- Replace kitchen and bath faucets
- Replace bath fans
- Replace self-closing hardware on doors
    - Original hardware no longer working
- Remove locking hardware from entry door handle and install dead bolt and new non-locking handle
- Replace electrical panel
- Install GFCI outlet or breaker where required
- Replace unit lighting with LED type fixtures
- Replace switches and outlets and install new coves
- Replace living room smoke detector and add additional one in bedroom
- Replace shower valve and shower heads along with new shower unit and surrounds
- Replace faucet and toilet shutoff valves
- Replace toilet supply line with braided type with included EFV valve
- Replace windows with new thermally broken aluminum windows
- Entry door with dual viewers
- Lever door hardware on all doors

Attachment A
Scope of Services

- Rocker light switches
- Microwave hood in every unit and countertop microwave for Accessible units.
- Adjustable shelving in the closets
- Under cabinet lights under wall cabinets
- Energy Star ceiling fans in living room and bedroom

Mechanical

- Replace emergency generator
    - Install new gas line
- Insulate accessible hot water lines after replacing domestic water lines
- Replace waste and vent piping
- Replace roof top Make up Air unit
- Replace trash compactor system

The ground floor will be completely renovated with new finishes and lighting. The units themselves will be renovated with new flooring, and microwave ovens. Each of the unit's kitchens will be renovated to provide more cabinet space and a better functioning layout. Project amenities will include community room, computer room, fitness center, and new library incorporated into the community room with a complete renovation with new finishes and lighting.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)					
2023 Q3					
2023 Q4					
2024 Q1	$4,113,120 – Construction	$500,000 – Construction	$500,000	Reimbursement	$500,000
2024 Q2	$2,753,363 – Construction				
2024 Q3	$2,800,575 – Construction				
2024 Q4	$2,848,597 – Construction				

Attachment A
Scope of Services

2025 Q1	$2,897,442 – Construction				
2025 Q2	$2,453,969 – Construction				
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2	$787,194 – Construction				
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #6 [Link] and slides, attached hereto**

Housing Authority of Champaign County
Growing & Moving Forward Together

Housing Authority of Champaign Co
2008 N. Market Street
Champaign, Illinois 61822
Phone : (217) 378-7100
Fax : (217) 378-7113

Oscar Steer Place Renovation

Executive Summary

Organization Overview

The Housing Authority of Champaign County (HACC) is a municipal corporation organized pursuant to the Illinois Housing Authority Act. The jurisdiction of HACC includes all incorporated and unincorporated areas of the County of Champaign, Illinois. The Housing authority is governed by a seven-member Board of Commissioners. HACC has been a champion in the affordable housing arena for over seven decades. As a Move to Work (MTW) agency, HACC employs cutting edge strategies to administer housing assistance programs, develop and/or redevelop housing communities, and engage individuals in self-sufficiency initiatives. HACC makes considerable efforts to ensure adequate housing for low income and very low-income housing families and individuals. This includes multifamily housing, single family housing, senior housing, veteran housing, housing for individuals experiencing disabilities, reentry housing, and a variety of other underserved populations.

Purpose

The primary goal we are addressing with the use of the ARPA funds is to reduce housing costs for those who need it most. HACC's nonprofit affiliate Oak Grove Development Corporation will use the funds to aid in the rehabilitation of Oscar Steer Place (Steer Place), a 108-unit, senior affordable housing project in Urbana IL. Originally constructed in 1973, Steer place needs significant improvements to remain a viable housing resource in the city of Urbana.

The rehabilitation will focus on providing structural upgrades, updating units, making the property more accessible, adding security features, improving the indoor air quality, and providing community spaces within the building to improve the quality of life existing and future tenants. The ARPA funds will ultimately preserve the affordable housing at Steer Place and protect Urbana's vulnerable Senior population. The renovation of Steer Place will not only help to sustain the development but will also reduce housing costs and increase health benefits for the tenants. A new roof will provide lower energy bills, while the removal of asbestos and a new air filtration system will decrease potential health hazards

A. Organization Information

Completed by vincenta@hacc.net on 11/16/2022 4:41 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

A. Organization Information

Please provide the following information.

A.1. Organization Name
Housing Authority of Champaign County

A.2. Organization Type
501(c) Non-Profit Organization

A.3. Applicant Name/Point of Contact

First Name
Lily

Last Name
Walton

A.4. Mailing Address
2008 N Market St. Champaign, IL 61822

A.5. Phone Number
(217) 378-7100

A.6. Email Address
lilyw@hacc.net

B. Project Details

Completed by vincenta@hacc.net on 11/16/2022 3:28 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

B. Project Details

Please provide the following information.

B.1. Project Name
Steer Place Renovation Project

B.2. Requested Funding Amount
$1,500,000.00

B.3. Project Start Date
02/01/2024

B.4. Project Completion Date
03/01/2025

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The primary goal we are addressing with the use of the ARPA funds is to reduce housing costs for those that need it most. The Housing Authority of Champaign County's nonprofit affiliate Oak Grove Development Corporation will use the funds to aid in the rehabilitation of Oscar Steer Place (Steer Place), a senior affordable housing project in Urbana, IL. Originally constructed in 1973, Steer Place needs significant improvements.

The rehabilitation will focus on providing structural updates, updating units, making the property more accessible, adding security features, and providing community spaces within the building to improve the quality of life for existing and future tenants. The ARPA funds will allow us to make these improvements which will ultimately preserve the affordable housing at Steer Place and protect Urbana's vulnerable senior population.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")

Long-term Housing Security: Affordable Housing – 2.15 Strong Healthy Communities: Demolition and Rehabilitation of Properties – 2.23

B.8. How does this project address needs that are not already met by existing local services?

HACC's mission is to provide affordable, safe, and quality housing for the most vulnerable members of our community Steer Place is an existing 108-unit affordable high-rise apartment building in Urbana. The property is within proximity to grocery stores, the bus line, pharmacies, restaurants and other many other amenities, making it a desirable location for those in our community.

Renovating this property will not only help to sustain the development but will also reduce housing costs and increase health benefits for the tenants. A new roof will provide lower energy bills, while the removal of asbestos and a new air filtration system will decrease potential health hazards.

In addition to exterior and unit renovations, the community room will receive a major upgrade which will foster a sense of belong and create a space for social events and gatherings something that the residents desperately need A fully equipped computer lab will also be made available on the first floor for the residents' use, giving them access to resources they may not have otherwise had.

C. Project Information

Completed by vincenta@hacc.net on 11/16/2022 4:43 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Spring of 2022 was the most recent time that the Housing Authority of Champaign County opened its waiting list for the Housing Choice Voucher program. After being open for two weeks, the waiting list drew in over 5,000 applicants, only 1,200 of which were retained. This data demonstrates the community-wide need for affordable housing. Of those on HACC's current waiting list, approximately 600 of them reside in Urbana.

The proposed project will rehabilitate and preserve the existing 108 units of affordable housing at Steer Place, therefore providing affordable housing for many years to come to the vulnerable elderly population in Urbana. The elderly community members are often on a fixed income and having access to a safe, affordable, and quality living environment is essential for them to thrive.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
HACC's mission is "create quality living environments as a foundation for individuals to achieve their full potential." According to Housing Authority of Champaign County's annual report, HACC served over 5,000 people in 2021 and administered 2,232 vouchers. Of those voucher holders, the average household income was $11,741. HACC is committed to serving and providing programs that benefit the low-income and disadvantaged groups. Steer Place is a six-story, 108-unit age restricted apartment building serving individuals aged 55 and older. Additionally, the average annual income is $9,099 with an average tenant rent of $209 per month.
Renovating Oscar Steer Place will benefit the low-income, elderly population residing in Urbana. As shown on the Data and Demographics page on the Urbana ARPA website, approximately 25% of the senior population in Urbana is located near the project site. The project will not only impact those residing at the property by providing them with safe, affordable housing for many years to come.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
Over the past three years, the Housing Authority of Champaign County has received funds from local Champaign County government. Funds received from Champaign County ARPA have been for Landlord Incentives ($85,000), Supportive Services ($300,000), Maple Grove Manor Emergency Shelter ($675,000). The YouthBuild program has also received funds ($150,000) from the City of Champaign ARPA, and the City of Urbana youth Services ($10,000).

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs,

estimated staff and facility costs generated by the program description).
The costs for the project were t for this project was determined through collaborative efforts of between the Housing Authority of Champaign County's Executive team, Business Activities Department, as well as a hired architect, general contractor, hired Architect and development consultants.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The requested funding amount will not be sufficient to fully administer the proposed project. Through its affiliate Oak Grove Development Corporation, the Housing Authority of Champaign County is currently in the process of securing 9% Low Income Housing Tax Credits for this project. The credits will generate approximately $13M of LIHTC equity.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
As noted in Question C.5, we are currently going through the LIHTC application process with IHDA. The applications are due in mid-February with awards announced in June 2023. The ARPA funds will be incorporated into the deal at close which is expected to happen in early 2024. The LIHTC equity will be essential in moving forward with the proposed rehabilitation scope.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
There will be no other organizations that will have an ownership stake in the project. However, we have contracted LIHTC and development consultants to help execute project through construction completion.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

Oak Grove Development Corporation, an affiliate of the Housing Authority of Champaign County, is an established, long-standing administrator of federal, state, and local grants. The largest grant in recent years administered by HACC is the Move to Work Block Grant received in 2010 . Along with the MTW Block Grant, HACC has also administered grants such as, the Family Self Sufficiency Grant, Mainstream Voucher Program, Permanent Supportive Housing Grant, The Department of Labor YouthBuild Grant, Illinois YouthBuild Coalition Grant, The City of Champaign ARPA funds as well as The County of Champaign ARPA funds.

HACC plans to utilize the various internal departments and administrative staff that are currently in place as well as hired consultants and contractors to carry out the proposed project.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
The success of the funded program will be measured by the number of improvements we can make at the property, ultimately improving the quality of life for the low-income elderly residents at Steer Place.
Specifically, the remediation of asbestos containing materials in the joint compound of the drywall mud and flooring mastic in the floor tiles will improve the health of the residents. The rehabilitation also includes energy efficiency upgrades to the HVAC system and appliances (Energy Star) which will ultimately lower utility costs and in turn will provide additional monthly income back to the residents. These energy efficiency upgrades will be measured by an

analysis of pre and post resident rehabilitation utility bills.
The creation of new community space will foster interactions between individuals who would not otherwise socialize as part of a larger community. Additionally, the improved security features (cameras, spotlights, and key fobs) will ensure that residents feel safe, and crime is reduced at the property. These improvements will be measured by quarterly resident questionnaires throughout the first year after completion.

C.10. Please describe any other COVID relief funding that your organization has received.
In 2020. The Covid relief funds received by the Housing Authority of Champaign County received in the year of 2020 amounted to $549,447.00 of COVID relief funding. The funds were provided for personnel expenses, administrative expenses, and maintenance expenses of for the Housing Authority of Champaign County.

D. Project Budget

Completed by vincenta@hacc.net on 11/16/2022 3:55 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Construction Costs	$1,500,000.00
	$1,500,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	
2023	
2024	1500000
2025	
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by vincenta@hacc.net on 11/16/2022 4:45 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by vincenta@hacc.net on 11/16/2022 5:06 PM

Case Id: 30380
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St.

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Lily Walton
Electronically signed by vincenta@hacc.net on 11/16/2022 4:46 PM

Today's Date
11/16/2022

Housing Authority of Champaign County

Growing & Moving Forward Together

Housing Authority of Champaign County

Oscar Steer Place Renovation

Lily Walton, Executive Director | Lilyw@hacc.net



The Housing Authority of Champaign County

"Growing & Moving Forward Together"

Mission *To provide a quality living environment as a foundation for individuals to achieve their full potential.*

Vision *Develop quality affordable housing communities providing opportunities and support that will maximize individual potential and enable successful transition to self-sufficiency.*

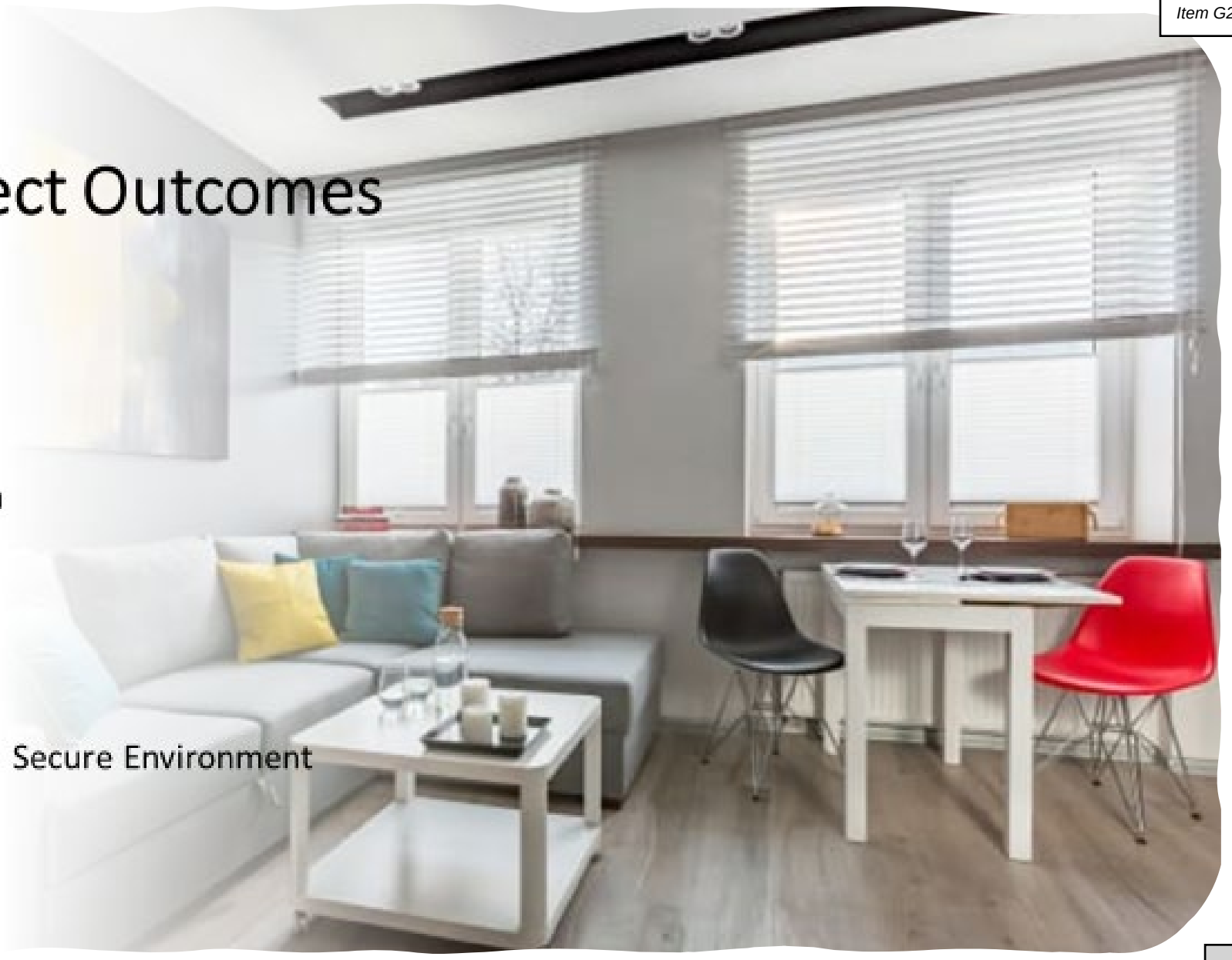
Oscar Steer Place

HACC will utilize ARPA funds to reduce housing costs for those who need it most. HACC's nonprofit affiliate Oak Grove Development Corporation will use the funds to aid in the rehabilitation of Oscar Steer Place (Steer Place), a 108-unit, senior affordable housing project in Urbana IL.

The project will entail the renovation and added upgrades to 108 units including 2 elevators, new roofing system, kitchen and bathroom upgrades, new flooring and paint throughout the units, security cameras and fob entry. Other improvements include new air quality system throughout the building. Improvements to common areas on each floor to help foster communal interaction among the residents.



Expected Project Outcomes



- Enhance Quality of Life
- Foster Grater Social Interaction
- Improved Overall Health
- Provide Safe, Comfortable and Secure Environment



Questions?

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (HOUSING AUTHORITY OF CHAMPAIGN COUNTY: STEER PLACE)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Steer Place Renovation* by Housing Authority of Champaign County was allocated $500,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $500,000 in ARPA SLFRF funds, for the purpose of *Steer Place Renovation*, performed by Housing Authority of 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 of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR AFFORDABLE HOUSING – SINGLE ROOM OCCUPANCY PROJECT BETWEEN THE CITY OF URBANA AND HOUSING AUTHORITY OF CHAMPAIGN COUNTY

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Housing Authority of Champaign County (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Housing Authority of Champaign County is a municipal corporation in Champaign County, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in establishing and operating a single-room occupancy housing facility for low-income households.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that reducing housing costs for those that need it most is important. The purpose of this Agreement is for the City to provide ARPA Funds to Housing Authority of Champaign County for Affordable Housing – Single Room Occupancy Project.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $200,000 to Housing Authority of Champaign County for Affordable Housing – Single Room Occupancy Project.

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

A. Housing Authority of Champaign County shall conduct activities for Affordable Housing – Single Room Occupancy Project, as detailed in Attachment A.

B. The project must occur between April 1, 2023 and December 31, 2023.

C. The maximum amount of assistance from this Agreement shall be $200,000.

D. Housing Authority of Champaign County must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Housing Authority of Champaign County in an amount up to $200,000 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Housing Authority of Champaign County on a quarterly reimbursement basis, based on invoice(s) for construction costs. A Risk Assessment Form, copy of the invoicing and documentation for construction costs, and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Housing Authority of Champaign County shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Housing Authority of Champaign County to the City for each additional payment, with a maximum total amount of $200,000. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County.

F. Housing Authority of Champaign County shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Housing Authority of Champaign County: Housing Authority of Champaign County agrees to adhere to funding requirements and provide information needed that include the following:

A. Housing Authority of Champaign County shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Housing Authority of Champaign County shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Housing Authority of Champaign County shall complete Affordable Housing – Single Room Occupancy Project with ARPA Funds in accordance with Section 3.

D. Housing Authority of Champaign County shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. Housing Authority of Champaign County shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Housing Authority of Champaign County. Housing Authority of Champaign County shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Housing Authority of Champaign County understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Housing Authority of Champaign County shall comply with all applicable statutes, ordinances, and regulations. Housing Authority of Champaign County shall not use any

of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Housing Authority of Champaign County shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Housing Authority of Champaign County in an amount up to $200,000 in support of this assistance. The transferred funds shall be provided to Housing Authority of Champaign County in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Affordable Housing – Single Room Occupancy Project, and Reporting Form shall be submitted by Housing Authority of Champaign County to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Housing Authority of Champaign County. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Housing Authority of Champaign County unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Housing Authority of Champaign County shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Housing Authority of Champaign County does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Housing Authority of

Champaign County shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Housing Authority of Champaign County. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS

By: _____

HOUSING AUTHORITY OF CHAMPAIGN COUNTY

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

ARPA funds will be invested in a single room occupancy project for acquisition and renovation. The project will provide 40-60 non-age restrictive long-term, safe and affordable housing units for individuals and/or families that are housing insecure. HACC will also provide subsidies for each unit to maintain its affordability and provide long-term housing security for the individuals that need it most.

Additionally, supportive services and self-sufficiency activities will be made available to participants in this program. HACC will collaborate with the City of Urbana and the Champaign County Regional Planning Commission to execute this project.

Key Objectives and Measurable Outcomes

- Completion of acquisition and renovation
- Number of individuals and households served

Project Start Date: 4/1/23 **Project Completion Date:** 12/31/23

ARPA Funding

$200,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 40% of the amount requested in the application. This difference will be accounted for by increased contributions from partnering agencies on this project. The scope of work will not change due to receiving less funding than requested.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)					
2023 Q3	$1,400,000.00 – Construction and Acquisition	$100,000 – Construction	$100,000	Reimbursement	$100,000
2023 Q4	$125,000 –	$100,000 –	$100,000	Reimbursement	$200,000

Attachment A
Scope of Services

	Construction	Construction			
2024 Q1					
2024 Q2					
2024 Q3					
2024 Q4					
2025 Q1					
2025 Q2					
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #9 [Link] and slides, attached hereto**

Housing Authority of Champaign County

Growing & Moving Forward Together

Affordable Housing – Single Room Occupancy Project

EXECUTIVE SUMMARY

Overview

Established in 1943, the Housing Authority of Champaign County (HACC) has been a champion in the affordable housing arena for over seven decades. As a Move to Work (MTW) agency, HACC employs cutting edge strategies to administer housing assistance programs, develop and/or redevelop housing communities, and engage individuals in self-sufficiency initiatives.

HACC will utilize ARPA funds to reduce housing costs for those that need it most. This will be accomplished by investing in a single room occupancy project for acquisition and renovation. The project will provide 40-60 non-age restrictive long-term, safe and affordable housing units for individuals and/or families that are housing insecure.

The Problem

Although temporary housing assistance exist locally for individuals and families that are housing insecure, homeless or at-risk of homelessness, there is a need for permanent and affordable housing.

In the spring of 2022, HACC opened its waiting list for the Housing Choice Voucher program. The waiting list was opened for two weeks but drew in over 5,000 applicants, only 1200 of which were retained. This data demonstrates the community-wide need for affordable housing, especially with the cost of living on the rise since the start of the pandemic. Of those on HACC's current waiting list, almost 600 of them reside in Urbana.

HACC services all segments of the low-to-moderate income population in Champaign County and in 2021, over 2,200 households and 5,000 individuals were assisted through our various rental assistance programs. Of those households, 83% are black, 30% are disabled and 86% are extremely low-income (at or below 30% of the AMI). HACC participants are comprised of veterans, persons with disabilities, the elderly, and the working poor. HACC's participant demographics are reflective of the Urbana population most in need of affordable housing and this project will allow us to help meet that need.

The Solution

The Single Room Occupancy Project will help fill in the gap for permanent, affordable housing that is needed in our community. This project will increase the number of affordable housing units by 40-60 in Urbana providing at least 40 households with affordable, permanent and safe housing. HACC will also provide subsidies for each unit to maintain its affordability and provide long-term housing security for the individuals that need it most.

Additionally, supportive services and self-sufficiency activities will be made available to participants in this program. HACC will collaborate with the City of Urbana and the Champaign County Regional Planning Commission to execute this project.

Keys to Success

HACC's innovative approach, development experience and administrative capabilities demonstrate how our project will be effective in addressing the ARPA Funding Goal of lowering the cost of housing for those that need it most. In the past five years alone, HACC has invested $100 million in the construction of affordable housing developments; five of which will generate 174 additional units of affordable housing. HACC currently manages 853 units of affordable housing and is responsible for the development and management of 16 local affordable housing communities.

HACC has the personnel, experience and knowledge to successfully implement the Single Room Occupancy Project and partnering with the City of Urbana and the Champaign County Regional Planning Commission will provide additional expertise and resources to ensure all metrics of the project are accomplished.

A. Organization Information

Completed by stephanieb@hacc.net on 11/15/2022 10:06 AM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

A. Organization Information

Please provide the following information.

A.1. Organization Name
Housing Authority of Champaign County

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Lily

Last Name
Walton

A.4. Mailing Address
2008 N Market St Champaign, IL 61822

A.5. Phone Number
(217) 378-7100

A.6. Email Address
lilyw@hacc.net

B. Project Details

Completed by stephanieb@hacc.net on 11/16/2022 1:34 PM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

B. Project Details

Please provide the following information.

B.1. Project Name
Affordable Housing - Single Room Occupancy Project

B.2. Requested Funding Amount
$500,000.00

B.3. Project Start Date
02/01/2023

B.4. Project Completion Date
12/31/2023

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
ARPA funds will be used to reduce housing costs for those that need it most. This will be accomplished by investing in a single room occupancy project for acquisition and renovation. The project will provide 40-60 non-age restrictive long-term, safe and affordable housing units for individuals and/or families that are housing insecure.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Assistance to Households - 2.15, 2.16 & 2.18

B.8. How does this project address needs that are not already met by existing local services?

Although temporary housing assistance exist locally for individuals and families that are housing insecure, homeless or at-risk of homelessness, there is a need for permanent and affordable housing. This project will increase the number of affordable housing units by 40-60 in Urbana. Housing Authority of Champaign County will also provide subsidies for each unit to maintain its affordability and provide long-term housing security for the individuals that need it most.

C. Project Information

Completed by stephanieb@hacc.net on 11/16/2022 1:20 PM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Established in 1943, the Housing Authority of Champaign County has been a champion in the affordable housing arena for over seven decades. As a Move to Work (MTW) agency, HACC employs cutting edge strategies to administer housing assistance programs, develop and/or redevelop housing communities, and engage individuals in self-sufficiency initiatives. In the past five years alone, HACC as invested $100 million in the construction of affordable housing developments; five of which will generate 174 additional units of affordable housing. HACC currently manages 853 units of affordable housing and is responsible for the development and management of 16 local affordable housing communities.

Furthermore, individuals and families from low-income and disadvantaged backgrounds were exceptionally impacted by the pandemic and are still facing issues with homelessness, risk of homelessness and housing insecurity. In 2020, HACC created the temporary COVID-19 HACC Wait List Preference in response to housing insecurity in the midst of the COVID-19 crisis. HACC partnered with the Continuum of Service Providers to the Homeless to receive referrals based on availability and referral needs. Preference was given to individuals or families residing in a shelter designated to provide temporary living arrangements including hotels and motels, congregate shelters and transitional housing. Once the C-19 waiting list was opened, over 160 referrals were received for the available 50 vouchers. Since then, HACC has continued to work with the CSPH and other service agencies and the need for permanent housing continues to rise.

HACC's innovative approach, development experience and administrative capabilities demonstrate how our project will be effective in addressing the ARPA Funding Goal of lowering the cost of housing for those that need it most.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
The Housing Authority of Champaign County services all segments of the low-to-moderate income population in Champaign County. In 2021, HACC's Housing Choice Voucher Program (HCV) assisted over 2,200 households through our various rental assistance programs. There are over 5,000 individual people served annually by the voucher program. Of those households, 83% are black, 30% are disabled, 86% are extremely low-income (at or below 30% of the AMI) and the average household income is $11,741. Additionally, HACC's participants are comprised of veterans, persons with disabilities, the elderly, and the working poor. HACC's participant demographics are reflective of the groups of people most in need of affordable housing and this project will allow us to help meet that need.

In the spring of 2022, HACC opened its waiting list for the Housing Choice Voucher program. The waiting list was only

opened for two weeks but drew in over 5,000 applicants, only 1200 of which were retained. This data demonstr the community-wide need for affordable housing, especially with the cost of living on the rise since the start of the pandemic. Of those on HACC's current waiting list, almost 600 of them reside in Urbana.

HACC was fortunate to receive 113 Emergency Housing Vouchers through the American Rescue Plan that provided housing assistance and supportive services to individuals and families at-risk of homelessness, literally homeless and/or fleeing or alluding domestic, sexual or dating violence; all of which increased as a direct result of the pandemic. However, 113 EHVs is not nearly enough vouchers to meet the need in Urbana and the surrounding communities. Providing a single room occupancy housing development will at least help fill in the gap and provide affordable, permanent housing for at least 40 households.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
Housing Authority of Champaign County has received funds from local Champaign County governments. Funds received from Champaign County ARPA have been for Landlord Incentives ($85,000.00), Supportive Services ($300,000.000), and Maple Grove Manor Emergency Family Shelter ($675,000.00). The YouthBuild program has also received funds ($150,000.00) from the City of Champaign ARPA, and the City of Urbana Youth Services ($10,000.00).

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The cost for this project was determined through collaborative efforts of the Housing Authority of Champaign County's Executive team, Business Activities Department, as well as hired Architect and development consultants.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The requested funding will not be sufficient to fully administer the proposed project. However, Housing Authority of Champaign County will provide a housing subsidy for each unit at the single room occupancy payment standard. Therefore, if the SRO payment standard is $550 per unit at 40 units, then HACC will contribute at minimum $5,280,000.00 over the course of 20 years. If 60 units are created through this affordable housing project, then HACC will have contributed $7,920,000 over the course of 20 years.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
The housing assistance subsidies provided by the Department of Housing and Urban Development will allow HACC to continue providing safe, affordable and permanent housing to those in need. Additionally, HACC is well-equipped with employees currently on staff to handle the administrative, management and maintenance side of the project.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
Yes, the City of Urbana and the Champaign County Regional Planning Commission will partner together with the Housing Authority of Champaign County to execute this project.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**

- **Carry out the work described in the previous questions.**

Housing Authority of Champaign County is an established, long-standing administrator of Federal, State, and local grants. The largest grant in recent years administered by HACC is the MTW Block Grant of over $600,000. Along with the MTW Block Grant, HACC also administers grants es such as the Family Self Sufficiency Program, the Mainstream Voucher Program, Permanent Supportive Housing, the Department of Labor YouthBuild Grant, Illinois YouthBuild Coalition Grant, City of Champaign ARPA funds as well as The County of Champaign ARPA funds totaling almost $4 million.

HACC plans to utilize the various internal departments and administrative staff that are currently in place as well as hired consultants and contractors to carry out the proposed project.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
The success of the funded program will be measured by the number of individuals and families that we are able to successfully house during the first year of operation. Based on the high-demand for affordable housing in Urbana, the anticipated outcome is that all available units will be leased and occupied within the first year of opening.

C.10. Please describe any other COVID relief funding that your organization has received.
The COVID relief funds received by the Housing Authority of Champaign County in 2020 amounted to $549,447.00. The funds served to meet Personnel Expenses, Administrative Expenses, and Maintenance Expenses of the Housing Authority of Champaign County.

D. Project Budget

Completed by stephanieb@hacc.net on 11/16/2022 1:29 PM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Construction Costs	$500,000.00
	$500,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	500000
2024	
2025	
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by stephanieb@hacc.net on 11/16/2022 1:34 PM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by stephanieb@hacc.net on 11/16/2022 3:33 PM

Case Id: 30372
Name: Housing Authority of Champaign County - 2022
Address: 2008 N Market St

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Lily L Walton
Electronically signed by stephanieb@hacc.net on 11/16/2022 1:42 PM

Today's Date
11/16/2022

Housing Authority of Champaign County

Growing & Moving Forward Together

Housing Authority of Champaign County

Single Room Occupancy Project

Lily Walton, Executive Director | Lilyw@hacc.net



The Housing Authority of Champaign County

"Growing & Moving Forward Together"

Mission *To provide a quality living environment as a foundation for individuals to achieve their full potential.*

Vision *Develop quality affordable housing communities providing opportunities and support that will maximize individual potential and enable successful transition to self-sufficiency.*

The Need for Affordable Housing

Out of Reach 2021 is a national report co-released by Housing Action Illinois and the National Low-Income Coalition. This study highlighted a serious concern for housing advocates across the state of Illinois! The report outlines …

"Prior to the pandemic there were only 37 affordable and available rental homes for every 100 renter households with extremely low incomes, and every state and nearly every county in the U.S. lacked an adequate supply. As a result of this shortage, 85% of extremely low-income renters could not afford their rent, and 70% were spending more than half of their incomes on housing costs… Extremely low-income households account for only 25% of all renters, yet they account for 72% of all severely housing cost-burdened renter households."



The COVID-19 pandemic further exacerbated the need for affordable housing since low-income wage earners struggle to find affordable housing in both good and bad times.

However, in economic downturns, the demand for lower cost housing increases as distressed homeowners and renters in more expensive units seek cheaper housing. Therefore, without a sufficient supply of affordable housing, low-income households are more directly affected.

The Single Room Occupancy Project will help fill the gap for the need of permanent, safe and affordable housing for the housing insecure and severely housing cost-burdened.

The SRO Project will provide 40-60 additional units of affordable housing that are non-age-restrictive and long-term.

Innovative & Experienced

Established in 1943, the Housing Authority of Champaign County has been a champion in the affordable housing arena for over seven decades. As a Move to Work (MTW) agency, HACC employs cutting edge strategies to administer housing assistance programs, develop and/or redevelop housing communities, and engage individuals in self-sufficiency initiatives.

HACC will utilize ARPA funds for the acquisition and renovation of the Single Room Occupancy Project; however, HACC will provide subsidies for each unit to maintain its affordability and provide long-term housing security for the individuals that need it most.

In the past five years alone, HACC has invested $100 million in the construction of affordable housing developments; five of which will generate 174 additional units of affordable housing. HACC currently manages 853 units of affordable housing and is responsible for the development and management of 16 local affordable housing communities.





Fiscally Responsible

Housing Authority of Champaign County is an established, long-standing administrator of Federal, State, and local grants including the MTW Block Grant. This year alone, HACC has been awarded over $4 million in grant funding including HUD's Family Self Sufficiency Grant, the Mainstream Voucher Program, Permanent Supportive Housing Grant, The Department of Labor YouthBuild Grant, the Illinois YouthBuild Coalition Grant, the City of Champaign ARPA funds and the Champaign County ARPA funds.

HACC is a fiscally responsible corporation and successfully meets all federal guidelines, contractual obligations and grant requirements set forth.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (HOUSING AUTHORITY OF CHAMPAIGN COUNTY: SINGLE ROOM OCCUPANCY PROJECT)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Single Room Occupancy Project* by Housing Authority of Champaign County was allocated $200,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $200,000 in ARPA SLFRF funds, for the purpose of *Single Room Occupancy Project*, performed by Housing Authority of 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 of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND UNIVERSITY YMCA FOR COVID-19 RECOVERY FOR IMMIGRANT COMMUNITIES

This Subrecipient Agreement ("Agreement") is entered as of [DATE], by and between the University YMCA, with an address of 1001 S Wright St Champaign, IL 61820 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, University YMCA is a 501(c)3 Non-Profit Organization providing services to local immigrant populations; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing housing cost assistance to immigrant households.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for COVID-19 Recovery for Immigrant Communities costs through the following understanding:

    a. **COVID-19 Recovery for Immigrant Communities**: COVID-19 Recovery for Immigrant Communities shall provide direct financial assistance for low-income residents in need of rental and utility assistance while continuing to build New American Welcome Center's (NAWC) capacity to increase access to affordable housing in collaboration with community partners. This ARPA funding shall meaningfully reduce housing cost burden, residential instability, and forced moves for Urbana's foreign-born residents (18.3% of population).

    b. **Project Scope**: University YMCA's New American Welcome Center shall perform the Scope of Services as defined in Attachment A

    c. **Funding**: The City shall transfer ARPA Funds to University YMCA in an amount of up to $450,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, University YMCA must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by University YMCA's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to University YMCA in a fillable format.

2. **Roles and Responsibilities of University YMCA.**

a. University YMCA agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.

b. University YMCA shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

c. University YMCA shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

d. University YMCA shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to COVID-19 Recovery for Immigrant Communities may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.

e. University YMCA shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of University YMCA and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. University YMCA understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. University YMCA shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

h. University YMCA shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made

with the ARPA Funds provided under this Agreement is prohibited by law, University YMCA shall reimburse the City any amount that is determined to have been spent in violation of the law.

i. University YMCA shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.

j. University YMCA shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. COVID-19 Recovery for Immigrant Communities

a. Services: University YMCA shall undertake activities toward COVID-19 Recovery for Immigrant Communities under the following requirements:
   i. University YMCA shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
   ii. COVID-19 Recovery for Immigrant Communities shall start on project start date provided in Attachment A.
   iii. COVID-19 Recovery for Immigrant Communities shall comply with all additional terms and conditions provided in Attachment A.
   iv. University YMCA shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

b. Governance: The COVID-19 Recovery for Immigrant Communities activities shall be overseen by the University YMCA Board of Governors *and include the following responsibilities:*
   i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of University YMCA to act in connection with this Agreement and to provide such additional information as may be required.
   ii. Review reports and program adherence.
   iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

a. The City shall provide ARPA Funds to University YMCA in the amount of up to $450,000, in the form of quarterly advance payments, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

c. The City is not responsible in any way for the operations of University YMCA.

5. Primary Contacts

a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with University YMCA unless the City directs otherwise in writing.

Name: J.D. McClanahan
Title: Planner II, Champaign County Regional Planning Commission
Telephone: 217-328-3313, ext. 196
Email: jmcclanahan@ccrpc.org

b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Gloria Yen
Title: Director, New American Welcome Center
Telephone: 217-790-7895
Email: gloria@universityymca.org

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, University YMCA shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).

7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and University YMCA. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, University YMCA shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if University YMCA does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, University YMCA shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.

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

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Indemnity.** University YMCA agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by University YMCA, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
    a. The loss of any monies paid to University YMCA.
    b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by University YMCA.
    c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of University YMCA (New American Welcome Center) or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

    This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to University YMCA by registered or certified mail. Upon receipt of such notice, University YMCA, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

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

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.

16. **Assignment:** University YMCA shall not assign this Agreement, nor any part thereof, without

the prior written approval of the City.

17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as Stated above. The Parties each represent that they have the authority to enter into this Agreement.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA	**UNIVERSITY YMCA**
Diane Wolfe Marlin, Mayor	James E. Hinterlong, Executive Director
City Clerk	Attest

Attachment A
Scope of Services

Section 1. Summary

Project Summary

COVID-19 Recovery for Immigrant Communities will provide direct financial assistance for low-income residents in need of rental and utility assistance while continuing to build New American Welcome Center's (NAWC) capacity to increase access to affordable housing in collaboration with community partners. This ARPA funding will meaningfully reduce housing cost burden, residential instability, and forced moves for Urbana's foreign-born residents (18.3% of population).

NAWC provides holistic case management and service coordination for immigrants, refugees, and migrants in Urbana, and more broadly in Champaign County, regardless of legal status. Funds will be jointly administered by the University Y's New American Welcome Center and The Refugee Center. Funds will support direct financial assistance (72.3%), personnel (19.3%), and administrative costs (8.4%). Both agencies are designated Illinois Welcoming Centers and have successful records of managing government and philanthropic funding at the local, state, and federal levels. Since the onset of the pandemic, the two agencies have distributed nearly 1M in direct assistance to immigrant families and have established processes for eligibility screenings and application assistance while offering a wide array of other wraparound support services.

Key Objectives and Measurable Outcomes

- Number of people served
    - Number of eligibility screenings
    - Number of low-income residents served
    - Number of foreign-born residents served,
    - Number of single-parent households served,
    - Number of limited English proficiency speakers served
    - Number of people connected to additional resources and wraparound services

Project Start Date: 4/1/2023 **Project Completion Date:** 6/31/2026

ARPA Funding

$450,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 72% of the amount requested in the application. This difference will be accounted for by a proportional adjustment to each budget line item (i.e., personnel, admin, and direct financial assistance).

The recipient has requested that funds be provided in an alternate structure to quarterly reimbursements, for the following reason –

Attachment A
Scope of Services

Given the volume of direct assistance funds that University YMCA will be administering, it would like to request a quarterly advance for cash flow purposes.

These funds may be provided as a quarterly advance. Contingent upon the recipient meeting the following criteria, these advance payments will be made according to the schedule outlined in the Project Budget and Anticipated Timeline table. Recipient must –

- Before the first funding allocation is sent, submit a Personnel Plan detailing the number of positions, title, anticipated length of position, and hiring status (existing employee or new hire) for all ARPA-funded positions.
- Demonstrate the capacity to provide the project being funded (including project staffing secured, quotes secured for goods and services, or other documentation as specified by the City of Urbana),
- Have submitted all relevant reporting information to date, and
- Demonstrate that it has spent no less than 75% of the ARPA funds it has received thus far.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	n/a	n/a	n/a	n/a	
2023 Q3	$40,550 Direct assistance, personnel, administration,	92% Direct assistance, personnel, administration	$37,500	Upfront	$37,500
2023 Q4	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$75,000
2024 Q1	$40,550	92%	$37,500	Upfront	$112,500

Attachment A
Scope of Services

	Direct assistance, personnel, administration	Direct assistance, personnel, administration			
2024 Q2	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$150,000
2024 Q3	$40,500 – Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$187,500
2024 Q4	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$225,000
2025 Q1	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$262,500
2025 Q2	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$300,000
2025 Q3	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$337,500
2025 Q4	$40,550 Direct assistance,	92% Direct assistance, personnel, administration	$37,500	Upfront	$375,000

Attachment A
Scope of Services

	personnel, administration				
2026 Q1	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$412,500
2026 Q2	$40,550 Direct assistance, personnel, administration	92% Direct assistance, personnel, administration	$37,500	Upfront	$450,000
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/13/22 #11 [Link] and slides, attached hereto**

Executive Summary

COVID-19 Recovery for Immigrant Communities
University YMCA (New American Welcome Center)

Urbana ARPA Funding Goal: Reduce housing costs for those that need it most
Amount Requested: $622,000 (7/1/2023 - 6/30/2026)
Contact: Gloria Yen, nawcgrants@universityymca.org, 217-790-7895

The Problem. The pandemic has had a disproportionate impact on immigrant communities in Urbana. At the University Y's New American Welcome Center, we continue to see needs fueled by lasting effects related to the pandemic, such as layoffs, reduced hours, medical debt from COVID-19 hospitalization, debilitating long-covid symptoms, and more. Around 60% of our clients earn less than $1,000 a month, and approximately one-third (33%) of our clients are Urbana residents. They are below the poverty line, struggle with unemployment, have limited English proficiency, and reside in mobile homes and/or in crowded conditions and rental units.

Proposed Intervention. We will provide direct financial assistance for low-income residents in need of rental and utility assistance while continuing to build our capacity to increase access to affordable housing in collaboration with community partners. Through ARPA funding, the City of Urbana can meaningfully reduce housing cost burden, residential instability, and forced moves for its foreign-born residents (18.3% of population). Studies have shown the added benefits of increased food security, mental wellbeing, educational outcomes, workforce development, and safety that accompany stable housing conditions. Funding this project will further solidify the City's commitment to the implementation of the Champaign County Welcoming Plan, an active framework for our shared pursuit of equitable access, civic engagement, economic opportunity, and safe and connected communities.

Immigrant-Centered Response. We provide holistic case management and service coordination for immigrants, refugees, and migrants in Urbana, and more broadly in Champaign County, regardless of legal status. Our community-responsive framework means that we effectively mobilize rapid response for emergency needs (e.g., COVID, Afghan arrivals), while simultaneously addressing ongoing needs that will continue to evolve (e.g., youth programming, housing insecurity, mental health access, small business relief, etc.). Our work is led largely by immigrants for immigrants – 8 out of 12 NAWC staff members are foreign-born. We have considerable experience – in service delivery and lived experience – in effectively administering direct assistance funds while addressing service gaps for immigrants by ensuring culturally and linguistically responsive services for our community's most vulnerable.

Administration. Funds will be jointly administered by the University Y's New American Welcome Center and The Refugee Center. Funds will support direct financial assistance (72.3%), personnel (19.3%), and administrative costs (8.4%). Both agencies are designated Illinois Welcoming Centers and have successful records of managing government and philanthropic funding at the local, state, and federal levels. Since the onset of the pandemic, the two agencies have distributed nearly 1M in direct assistance to immigrant families and have established processes for eligibility screenings and application assistance while offering a wide array of other wraparound support services.

A. Organization Information

Completed by nawcgrants@universityymca.org on 11/16/2022 8:54 PM

Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

A. Organization Information

Please provide the following information.

A.1. Organization Name
University YMCA (New American Welcome Center)

A.2. Organization Type
501(c) Non-Profit Organization

A.3. Applicant Name/Point of Contact

First Name
Gloria

Last Name
Yen

A.4. Mailing Address
1001 S Wright St Champaign, IL 61820

A.5. Phone Number
(217) 790-7895

A.6. Email Address
nawcgrants@universityyymca.org

B. Project Details

Completed by nawcgrants@universityymca.org on 11/16/2022 9:00 PM

Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

B. Project Details

Please provide the following information.

B.1. Project Name
COVID-19 Recovery for Immigrant Communities

B.2. Requested Funding Amount
$622,000.00

B.3. Project Start Date
07/01/2023

B.4. Project Completion Date
06/30/2024

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
We request funding to continue building our capacity for our vital resource navigation and community strengthening programs with a focus on providing direct financial aid for low-income immigrants in need of rental and utility assistance. With electric rates set to triple for Urbana residents, the grocery tax suspension about to lift, and rampant economic indicators of recession, we must prioritize immigrants in our community who are among the most underserved, marginalized, and disproportionately impacted in Urbana where every 1 in 5 residents in foreign-born. Today, over 2.5 years after Governor Pritzker's 1st emergency declaration, hundreds of immigrants in our community continue to struggle with economic recovery, unable to keep up with immediate demands like paying for rent, food, utilities, and medical bills. The pandemic exacerbated long standing economic, housing, and language access

challenges, compounded by significant increases in mental health challenges as people contended with factors l unemployment, unsafe work conditions, social isolation, anti-Asian hate, and more.

We need funds to continue building on our foundation for equitable access, economic opportunity, and meaningful belonging in the recovery efforts to come. By providing funding the City of Urbana will continue to support the implementation of the Champaign County Welcoming Plan. Released in September 2021, the plan established a framework for our community to better pursue equitable access, civic engagement, economic opportunity, education, and safe and connected communities for immigrants. Each of the five priority areas and 8 funding goals are embedded in the plan's recommendations and strategies, which reflect the hopes of hundreds of community residents and leaders across the City who were engaged in its creation: from elected officials, to the Urbana School District, to the Urbana Free Library, the Urbana Park District, local businesses, non-profits, faith communities, and more.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
2.2 Household Assistance: Rent, Mortgage, and Utility Aid

B.8. How does this project address needs that are not already met by existing local services?
The New American Welcome Center at the University YMCA works to make our community a place where all immigrants can thrive and flourish. We are known for leading the development of public and private partnerships around strategic immigrant inclusion initiatives. We do not do this work in isolation, but with key partners like The Refugee Center with whom we'd like to jointly administer our Urbana ARPA award. Both of our agencies exist because needs like affordable housing for immigrants are not met by local services. Our shared community-responsive framework means that we effectively mobilize rapid response for emergency needs (e.g., COVID, Afghan arrivals), while simultaneously addressing ongoing needs that will continue to evolve (e.g., youth programming, housing insecurity, mental health access, small business relief, and community resilience). We work with our clients to secure a better future by helping them apply for public benefits, offering interpretation and translation services, resettling recent refugee arrivals, pursuing legal immigration relief, and more.

Our two agencies have a solid foundation of trust, united by our shared commitment to make our community a better place for immigrants and strengthened by similar collaborations around efforts like Census outreach, COVID mitigation, emergency financial assistance, language access, and more. We have built complementary service models and our staff work together on a regular basis. Our staff teams are primarily constituted by immigrants with lived experience and able to provide services in: Arabic, Chinese, Dari, English, French, Hebrew, Korean, Lingala, Q'anjob'al, Spanish, Pashto, Urdu, and Vietnamese. In addition to direct services, both agencies facilitate trusted connections to local services by mitigating barriers to access like language, technology, culture, and transportation. The quality and effectiveness of our respective agencies have been recognized on the local, state, and national stage.

C. Project Information

Completed by nawcgrants@universityymca.org on 11/16/2022 9:05 PM

Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Our project is led largely by immigrants for immigrants – 8 out of our 12 staff members are foreign-born. We have considerable experience – in service delivery and lived experience – in effectively administering direct assistance funds while addressing service gaps for immigrants by ensuring culturally and linguistically responsive services for our community's most vulnerable.

When Illinois was placed under a stay-at-home order on March 21, the New American Welcome Center moved swiftly into rapid response. Our pivot to a virtual, and later hybrid, service delivery model enabled us to preserve the continuity of multilingual resource navigation and immigration legal services to families whose worlds were turning upside down. We expanded access to our Immigrant Relief Fund, distributing over $415,000 in direct assistance and facilitating access to an additional $400,000 for families with insecure status, particularly those struggling with their rent and utility bills. We helped local businesses secure nearly $560,000 in grant funding to continue operations. We centralized information in a multilingual COVID-19 Resource Guide for Immigrants in C-U that was accessed by hundreds of community members. We also combated social isolation and the digital divide by certifying our staff team in Mental Health First Aid, hosting virtual programming like Tai Chi classes, and launching virtual tutoring for K-12 students.

Furthermore, we secured and subgranted COVID-mitigation funds to 3 other agencies. Our multilingual and multi-platform social media strategies reached nearly 18,000 people about local vaccine clinics and providers between June and September 2021 alone. We collectively connected 400 people with vaccinations, many of whom admitted to being skeptical or receiving false information about the vaccines prior to our outreach.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
In the City of Urbana, 18.13% of residents are foreign-born 24.2% speak a language other than English at home, and 19.6% of students in the Urbana School District are English language learners. According to estimates by the US Census Bureau's 2017 American Community Survey estimates, 32.6% of all foreign-born Champaign County residents live below the poverty level. Like other underserved communities, our clients often encounter barriers such as misinformation, fear, and lack of trust when seeking access to public benefit and safety net services. The challenges of meeting basic needs, maintaining affordable housing, receiving health services, pursuing education, and securing employment disproportionately impact immigrant residents. These barriers are often further complicated by language ability, culture, socioeconomic status, and legal status, which can impact their eligibility for services.

The New American Welcome Center serves over 600 clients a year. Around 60% of our clients earn less than $1,000 a month and about 1 in 5 are Urbana residents. We serve clients throughout the city, but have particularly dense client bases in: Northwood Estates, Ivanhoe Estates, South of Colorado between Anderson and S Cottage Grove, and along E Washington Street immediately west of S High Cross Road. These clients are below the poverty line, struggle with unemployment, have limited English proficiency, and reside in mobile homes and/or in crowded conditions and rental units. Our project specifically targets the recovery and resilience of these communities, regardless of legal status. The rental and utility assistance we will provide for these Urbana residents coupled with our wraparound family strengthening services and programs, will be critical to their recovery and resilience.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.

Yes, we received Consolidated Social Services Funding in 2019 ($15,500) and 2020 ($21,000) to support capacity building for the New American Welcome Center, with a focus on resource navigation and immigration legal services. We also received the Urbana Arts Grant in 2021 ($2,400) and 2022 ($1,065) to facilitate our community strengthening efforts via Welcoming Week, an annual series of bridge-building events between U.S.- and foreign-born communities. Earlier this year, we were designated by Champaign County to administer $250,000 (March 2022 - June 2023) in ARPA funding to: improve mental health access, develop a cohort of Q'anjob'al interpreters, and build capacity via subgrants to 3 other immigrant agencies.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).

Cost was determined by looking at the New American Welcome Center's record of direct assistance administration (over $415,000 distributed since the onset of COVID). Since October 2021, we have administered nearly $62,000 in direct assistance funds including $52,590 for general housing assistance, rent deposits, utility payments, and charges for water-heaters and furnace payments or repairs. Due to the limited availability of funds and changing funding sources, we are not always able to distribute as much money as we would like, therefore we are requesting $75,000 per year for the New American Welcome Center and another $75,000 per year for The Refugee Center which sees similar, if not higher, demand. The staffing costs are intensive – several staff members dedicate time toward administering direct assistance with additional case management, resource navigation, language, and wraparound support from other staff members. That said, we are requesting a conservative amount of funds for staffing costs because we do not want too much of our funding portfolio embedded in one-time ARPA funds that will not continue after 2026. We are assessing a 10% de minimus rate for ARPA administrative costs which we apply to all of our funding and is critical for operational support on all projects.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?

No, but we have a strategy to supplement remaining funds. Direct financial assistance makes up nearly 75% of our proposed project budget. We made this decision intentionally because grant opportunities to provide direct monetary assistance to community members are incredibly rare. The lionshare of personnel, rent/utilities, supply, travel, and training costs will be supplemented by leveraging other sources of funding from the IL Department of Human Services, other government support, and private grants and donations. We have a very successful funding record to date and believe this is the most impactful way to utilize these one-time ARPA funds. The Refugee Center believes it can do the same.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted
We are currently dependent on grant funding so we are always looking for ways to continue deepening our community impact, whether through local, state, federal, or private grants. We have a demonstrated track record of developing high quality, sustainable community programs with seed funding. Each of our signature programs, from our multilingual helpline to our immigration legal services to our community navigators program, began with investments from local government or local funders. Our innovative, community responsive approaches have enabled us to leverage pilot projects into more sustainable funding at the state and national levels. We expect to do the same with Urbana ARPA funds, staying at the frontlines of addressing housing insecurity through direct assistance, while also investing in focused capacity-building personnel time to make our current initiatives more robust. We believe this time-bound investment will enable us to better contend with and address the complexities of affordable housing and economic mobility in immigrant communities after the funding is exhausted.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
The funds will be jointly administered by the University Y's New American Welcome Center and The Refugee Center. The Refugee Center was founded in 1980 by Vietnamese refugees to provide commonly needed services to other newly arrived refugees, and to help them acclimatize to American culture. In its 40 years of service to our community, The Refugee Center has expanded its scope to assist all immigrants, political asylees, and refugees, regardless of country of origin. Both agencies are designated by the Illinois Department of Human Services as Illinois Welcoming Centers. Together, we provide holistic case management and service coordination for immigrants, refugees, and migrants in Urbana, and more broadly in Champaign County, regardless of legal status.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The University Y's New American Welcome Center has a successful history of managing both philanthropic and government funding at the local, state, and federal level. We have received direct funding from the IL Department of Public Health, the IL Department of Human Services, and the U.S. Department of Homeland Security. We have also received subawards via the IL Department of Commerce and Economic Opportunity and IDHS. Our funding portfolio has grown over twentyfold since our launch in 2017 and we currently manage around $1 million. We have always made timely reporting to all funding sources a priority, maintained good relationships with funders, and have a 100% success renewal rate on grants we choose to continue at level or increased funding amounts, which is a testament to our strength in program delivery and ability to comply with federal and state reporting requirements. Throughout our financial growth, we have zeroed in on our vision for the community and dedicated time to ensure the sustainability of our work, from building out our back office which includes a grants finance manager, a grants finance assistant, and a grants coordinator, to investing in the professional development of our program staff who have a combined 15 years of grants management experience.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
Success is reducing housing cost burden, residential instability, forced moves, and homelessness for Urbana immigrants while simultaneously increasing food security, mental wellbeing, educational outcomes, workforce development, safety, and economic recovery. We are not equipped to measure all of these aspects, but we will use the following metrics to demonstrate how we are reducing housing costs for those who need it most: # of people served, # of eligibility screenings, # of low-income residents served, # of foreign-born residents served, # of single-parent households served, # of limited English proficiency speakers served, and # of people connected to additional

resources and wraparound services. Between the New American Welcome Center and The Refugee Center, we [illegible] to reduce housing and utility costs for approximately 75 households each fiscal year. Between July 2023 - June 2026, we expect to serve approximately 225 Urbana households. New American Welcome Center metrics will be tracked in Salesforce, our client management system which streamlines internal communications between staff, facilitates cohesive client case management, supports grants reporting, and enhances our ability to capture data-driven impact stories.

C.10. Please describe any other COVID relief funding that your organization has received.

The University Y received PPP funding and an EIDL loan as an impacted nonprofit. We also received designated direct assistance funds for the New American Welcome Center's Immigrant Relief Fund (e.g. rent, food, utility assistance, etc.) from United Way of Champaign County, the Illinois Immigrant Funders Collaborative, and IDHS through The Refugee Center for housing and utility assistance funds. Programmatically, we received funding from YMCA of the USA for covid mitigation efforts through direct service provision and partnership building; IL Equal Justice Foundation for eviction mitigation, and IDPH for a joint covid mitigation project administered by the New American Welcome Center with subgrants to The Refugee Center, Champaign County Health Care Consumers, Pixan Konob', and Immigrant Services of Champaign-Urbana.

D. Project Budget

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Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Direct Financial Assistance – Direct monetary assistance to community members (Example: rent assistance or small business grants)	$450,000.00
Personnel - Salary and benefits for personnel delivering the services	$120,000.00
Administration - ARPA Administrative Costs	$52,000.00
	$622,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	103667
2024	207333
2025	207333
2026	103667

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
No

Please describe why quarterly reimbursement is not an appropriate funding structure for this project
No. Given the volume of direct assistance funds we will be administering, we would like to request a quarterly advance for cash flow purposes.

E. Optional Attachments

Completed by nawcgrants@universityymca.org on 11/16/2022 9:10 PM

Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

CCWP.pdf
New Americans in Champaign County.pdf

Submit

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Case Id: 30288
Name: YMCA of the University of Illinois - 2022
Address: 1001 S Wright St

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Gloria Yen
Electronically signed by nawcgrants@universityymca.org on 11/16/2022 9:11 PM

Today's Date
11/16/2022

CHAMPAIGN COUNTY WELCOMING PLAN



CHAMPAIGN COUNTY, ILLINOIS
SEPTEMBER 2021

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Citizenship & Civic Engagement 10
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Next Steps 18



A group of New American Welcome Center (NAWC) Advisory Board members gather outside the University YMCA to celebrate the Center's launch, March 27, 2017.

Cover photo: Dancers from Ballet Folklórico Mitotiani perform at the 5th Annual Immigrant Welcome Awards, September 22, 2018.

Statistical information contained in the *Champaign County Welcoming Plan* was collected from the following sources: 1. US Census Bureau: *ACS 5-Year Estimates (2015-2019, 2011-2015)*; *ACS Single-Year Estimates (2019)*; 2. New American Economy: *New Americans in Champaign County (2018)*; and 3. Champaign County Regional Planning Commission: *Champaign County ACS Report (2021)*. Graph data was collected by the New American Welcome Center at the University YMCA. For additional information, visit www.welcomingchampaigncounty.org

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WELCOME

Dear Champaign County,

At this critical moment in our nation's history, with communities split across deep economic, ideological, and social divides, we want to invite you to be part of an exciting initiative that promises to set our community on a different path forward.

Champaign County is becoming a more diverse and international community with each passing year. We one of the few communities south of I-80 that has experienced population growth since the last decennial census. **Our foreign-born population of 25,552 plays a key role in our growth — past, present, and future.** Regardless of status, immigrants throughout Champaign County have established homes, found pathways to economic opportunity, and strengthened the social fabric of our community. According to US Census data, immigrants in Champaign County make significant contributions to the area's GDP ($1.4 billion in 2016), and also help to fund federal social programs like Social Security ($61.5 million in 2016) and Medicare ($16.6 million in 2016).

Our future is brighter when everyone has an opportunity and pathway to contribute to our shared prosperity. Across the United States, cities of all sizes are implementing strategic initiatives to welcome immigrants and better integrate foreign-born residents into our social, cultural, and economic fabric. Catalyzed by the Gateways for Growth (G4G) award in May 2018, the New American Welcome Center (NAWC) at the University YMCA, together with the Champaign County Economic Development Corporation and University of Illinois Research Park released a report on the economic and demographic contributions of immigrants in Champaign County. Shortly thereafter, we began engaging with members of the community to create an actionable framework to promote equitable access, civic engagement, economic opportunity, education, and safe and connected communities for immigrants.

Over the past three years, we've worked closely with members of our immigrant communities, service providers, government, businesses, public sector institutions and faith communities, convening working groups and collecting input from interviews, listening sessions, and surveys to establish baseline markers of immigrant integration and to chart a path toward equitable COVID-19 recovery and beyond. We are excited to present our recommendations and we invite you to join us in making our community a place where each of us, including all immigrants, can thrive and flourish.

Sincerely,
Welcoming Plan Steering Committee

WELCOMING PLAN STEERING COMMITTEE

Co-chair: Rachel Joy,*City of Champaign

Co-chair: Charlie Smyth,*± City of Urbana

Evan Alvarez, Champaign-Urbana Mass Transit District

Ricardo Diaz, Xpenn Consultants

Mike Doyle± , University YMCA

Koeli Goel±, Hindu Temple and Cultural Society of Central Illinois

Darlene Kloeppel, Champaign County Executive

Pam Leiter*, Champaign County Forest Preserve District

Diane Wolfe Marlin, City of Urbana

Carly McCrory-McKay*, Champaign County Economic Development Corporation

Lucia Maldonado, Urbana School District 116

Joe Omo-Osagie, Parkland College

Julie Pryde, CU Public Health District

Ahmed Taha, Muslim American Society

C. Pius Wiebel±, Champaign County

* Working group lead
± Former member


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WELCOME
BIENVENIDOS
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KAΛΩΣ HPΘATE KARIBU
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MABUHAY
BIENVENUE BEM VINDOS CHÀO MỪNG
NEW AMERICAN WELCOME CENTER

IMMIGRANTS IN CHAMPAIGN COUNTY

From long-term residents to college students, over 25,000 immigrants from around the world have made Champaign County home. Between 2010 and 2019, Champaign County was one of only nine counties in Illinois (out of 102) with a growing population. Immigrants join our community to pursue better living conditions, jobs, or education; to escape persecution, violence, or war; or to unite with or create families. As parents, consumers, taxpayers, and entrepreneurs, immigrants play a vital role in our community's economic, social, and cultural development.

DRIVING ECONOMIC GROWTH AND STRENGTHENING OUR COMMUNITY

Newcomers drive tremendous economic growth in Champaign County, spurred by a passion to succeed, to live in security and freedom, to contribute to the community and society, and to advance their children's futures. **In 2016 alone, local immigrants contributed 57 million dollars in state and local taxes, and injected hundreds of millions into our local economy.** This number continues to grow as immigrants fill needs at all levels of the county's workforce, including in highly skilled sectors. Our local immigrant population has a high level of education attainment; over 19% of local immigrants have a bachelor's degree and 48% have a graduate or professional degree.

Although the changing demographics of our community in recent years have created new complexities for social service providers, health and education institutions as well as government agencies and local businesses, they have also come with tremendous opportunities to make our community stronger — more vibrant, productive and resilient. We celebrate the diverse values, talents, and traditions of immigrant changemakers throughout our community that deserve greater visibility and platforms for leadership.

KEY CHALLENGES

Recent rapid growth of the local immigrant population has revealed systemic weaknesses in meeting the needs of our diverse community. Public and private sector organizations that support, engage, or employ immigrants currently have limited capacity to meaningfully serve these members of our community. **We recognize that immigrant communities with the least economic and social capital are also the most vulnerable to exploitation and isolation as they face very real barriers and challenges that impact their daily lives and futures.**

In Champaign County, 33% of foreign-born residents live below 100% of the poverty level compared to 18% of native-born residents. Among foreign-born residents who are not citizens, 45% live in poverty. Even immigrants with bachelor's degrees are more likely to be either unemployed or underemployed at less skilled jobs. These economic hurdles are compounded by language and cultural barriers, and the challenges of navigating complex immigration and financial systems, which reduce immigrants' visibility and full participation in the civic, economic, and cultural life of this community.

25,552 (12.2%) immigrants living in Champaign County

53.4% of immigrants in Champaign County entered the U.S. in 2010 or later

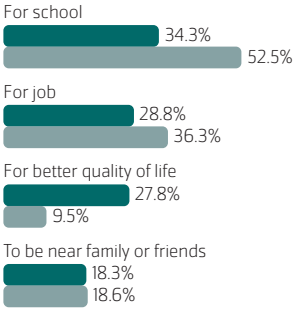
31.6% of total population growth in the county attributed to immigrants between 2015 and 2019

40.1% of the immigrant population are university students. The remaining 15,302 are likely longer term residents

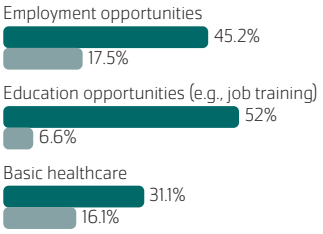
Facing photo: Participatory art installation at the University YMCA as part of The Emerson Collective and Inside Out Project's nationwide campaign to support the passage of the DREAM Act, October 25, 2017.

TOWARD A WELCOMING PLAN

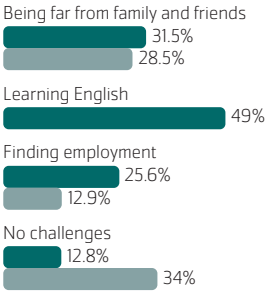
Why did you move into this community?



What kind of support would make life better for you and your family in the community? Top three responses.



What was challenging about starting your life in the community?



Foreign-born
US-born

Like other micro-urban areas with an emerging immigrant population, Champaign County lacked the historical immigrant welcoming infrastructure that exists in large urban cities to identify, assess, and address the weaknesses and leverage the strengths and resources available to us — until now. **As a 2017 Gateways for Growth awardee, our community received customized research on the contributions of immigrants in Champaign County and direct technical assistance from both the New American Economy and Welcoming America in developing a welcoming plan.**

After the release of *New Americans in Champaign County:A Snapshot of the Demographic and Economic Contributions of Immigrants,* a broad cross-section of community leaders from local government entities, the business community, public sector institutions, faith communities, immigrants, and social service providers worked in collaboration to develop recommendations and strategies for immigrant integration. These efforts were overseen by the Welcoming Plan Steering Committee and also included a robust community engagement process.

ENGAGING COMMUNITY INPUT

In order to create targeted recommendations to close gaps in resources, service distribution, and access, we created an extensive surveying process in order to hear directly from members of immigrant communities, service providers, and employers. This process included these efforts in 2019:

- **Community Member Survey.** We collected data from 824 Champaign County residents from 38 countries in 6 languages to identify improvements that could strengthen our community and increase access to services, education, and employment opportunities.
- **Organization Survey.** We surveyed 80 local organizations to gauge the current state of institutional engagement with immigrants.
- **Employer Survey.** We heard from 82 local employers about challenges they face in recruiting, hiring, and onboarding immigrant workers as well serving the growing immigrant population in our community.

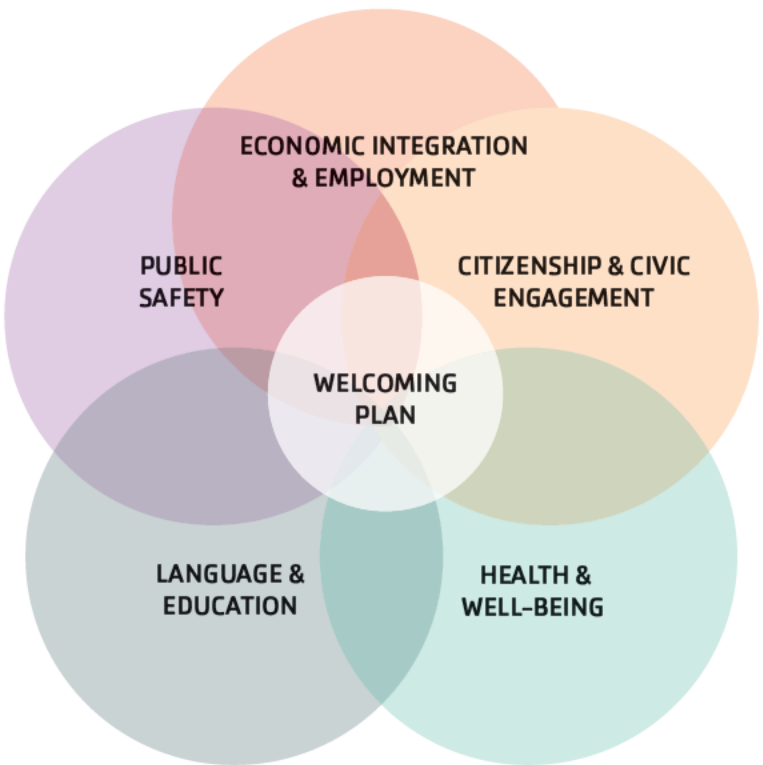
We also sought to elevate the perspectives of both ethnic-specific immigrant communities and as sector-specific organizations by conducting listening sessions and focus groups from 2017 to 2019. The **Listening Sessions** were particularly rich thanks to the involvement of immigrant community members who illuminated the challenges and opportunities that may otherwise be overlooked. For example:

- African immigrant parents shared how factory shifts and long hours made it difficult for them to be on the same schedule as their children, and an unfamiliarity with the US school system could lead to miscommunication with their children's teachers.
- Chinese immigrants discussed the difficulty in understanding and using English in contexts such as doctors' visits, where medical terminology is needed to convey their issues properly with the healthcare provider.
- A Latino immigrant family shared the anguish of trying to find mental health support for a family member while simultaneously dealing with communication issues, mistrust of providers, and stigmatization within their ethnic community.

- English Language Learners in high school reported a wide range of accessibility barriers such as securing legal assistance, missing class because of work, and managing mental health challenges.

RECOMMENDATIONS

Our surveys, listening sessions, and focus groups helped reveal the intersectionality of the many barriers and challenges that immigrant communities face. The data was shared with working group members in the areas of economic integration and employment, civic engagement and citizenship, health and well-being, language and education, and public safety. Each working group crafted recommendations for the Welcoming Plan using their knowledge combined with data gathered from community members and stakeholders.



As we continue to navigate a worldwide pandemic, the *Champaign County Welcoming Plan* provides a framework for pursuing a more equitable and inclusive future. This plan, through the recommendations and strategies that follow, functions as a living document that is responsive to evolving community conditions, demographics, needs, and leadership. **This plan is a guide for all of Champaign County to take actionable steps forward in building a community of belonging, where all of us — no matter where we come from — have equal opportunity to thrive.**

WELCOMING PLAN MILESTONES

January 2017 Building on foundation of immigrant-friendly community initiatives, the University YMCA launches New American Welcome Center (NAWC)

April 2017 NAWC Advisory Board convenes to guide trajectory of immigrant inclusion initiatives

Summer 2017 Community working groups conduct asset mapping along immigrant integration pathways

September 2017 Champaign County becomes one of 25 communities nationwide selected for the Gateways for Growth Challenge

May 2018 *New Americans in Champaign County: A Snapshot of the Demographic and Economic Contributions of Immigrants* released

October 2018 Welcoming Plan Steering Committee established

November 2018 Working groups begin to convene: Economic Integration & Employment, Citizenship & Civic Engagement, Health & Well-Being, Language & Education, and Public Safety

Summer 2019 Community engagement process launched to collect input from individuals, organizations, and employers via questionnaire surveys (administered in 6 languages) and language-specific focus groups

Fall 2019 Working groups begin to develop concrete strategies and recommendations along immigrant integration pathways

2020 Planning disrupted by COVID-19 pandemic as organizations rapidly pivoted to address immediate needs in disproportionately impacted immigrant communities

May 2021 Welcoming Plan Steering Committee reconvenes and develops timeline for finalization and publication

Summer 2021 Input on recommendations collected from working group members and other stakeholders

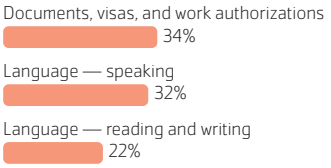
September 2021 Champaign County Welcoming Plan released during Welcoming Week 2021

ECONOMIC INTEGRATION & EMPLOYMENT

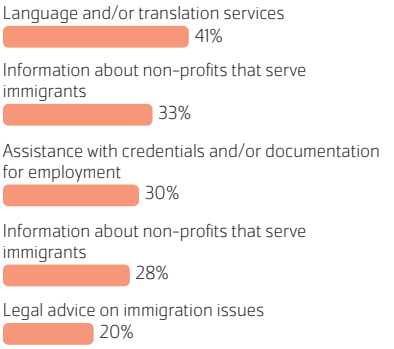
We commit to cultivating the integration of immigrant workers and entrepreneurs into our local economy through inclusive and equitable workplaces.

1 in 10 self-employed workers in Champaign County are foreign-born

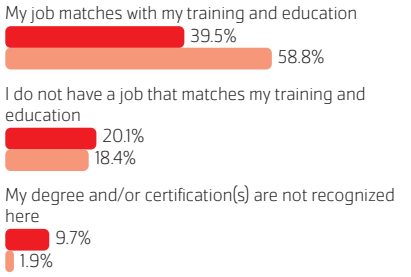
What challenges, if any, does your company encounter with foreign-born employees?



Would your business benefit from any of the following services or information?



Which of the following statements apply to you?



Foreign-born
US-born

RECOMMENDATION I

Support the integration of immigrant workers into our local economy

Short-term strategies (Year 1 - 3)

- Research the extent of underemployment in local immigrant communities
- Strengthen bridges between immigrant-serving agencies and local workforce development programs
- Help local employers address challenges facing immigrant workers by developing a resource guide for working with limited English proficiency immigrants and building connections to national networks and consortia
- Educate immigrants about their rights in the workplace, including how to address wage theft and discrimination

Long-term strategies (Year 3 - 5)

- Expand local capacity for recertification, accreditation, and upskilling services for immigrants by developing strategic partnerships with national organizations
- Develop a coordinated strategy to retain highly skilled international talent, and address underemployment by convening a working group involving employers, elected officials, the University of Illinois, and Parkland College
- Provide all residents with pathways to economic opportunity by developing an inclusive approach to integrating immigrants who are undocumented into the local economy
- Expand the social networks of immigrant professionals by developing a mentorship program in conjunction with local civic organizations (e.g., Rotary)

RECOMMENDATION II

Encourage immigrant entrepreneurs and support immigrant-owned businesses

Short-term strategies (Year 1 - 3)

- Activate "trusted connectors" to connect immigrant-owned businesses to business development resources, professional networks, and local government programs
- Increase accessibility of microfinancing opportunities and services for immigrants
- Strengthen support for immigrant entrepreneurs interested in starting a business by working with entities like the Small Business Development Center (SBDC) and Champaign Public Library Business Services to host workshops in languages other than English
- Conduct workshops and develop resources on filing taxes as an immigrant



Business, university, nonprofits, and government leaders gather for "Building a Welcoming Economy", a seminar about inclusive economic strategies led by Steve Tobocman from *Global Detroit*, September 19, 2019.



NAWC Advisory Board Chair, Ricardo Diaz, poses with local entrepreneur, Rick Carrillo, owner of Rick's Bakery, who was featured at the Inaugural Symposium on Local Immigration Activism, February 28, 2019.

Long-term strategies (Year 3 - 5)

- Recruit and train business mentors to assist immigrant entrepreneurs with business planning and securing insurance, legal, and financial resources
- Connect immigrant entrepreneurs with municipal entities, financial services, professional networks, and business associations in order to build credit, conduct business planning, secure insurance, and navigate government requirements

RECOMMENDATION III

Improve recruitment, onboarding, and retention of immigrant workers

Short-term strategies (Year 1 - 3)

- Collaborate with the Central Illinois Human Resource Group (CiHRG) and county business associations, including Chambers of Commerce to sponsor regular roundtables for humanresource professionals on key topics and to share best practices related to hiring, onboarding, and integrating immigrants into the workforce
- Provide culturally appropriate support programs that boost workplace preparation and employment retention
- Establish an annual recognition program for employers that adopt best practices related to integrating and supporting immigrants in the workplace

Long-term strategies (Year 3 - 5)

- Engage with lawmakers to make professional licensing more inclusive of foreign education and training
- Support reforms to the US immigration system including the implementation of temporary worker programs for skilled workers and international students
- Conduct workshops for employers who need assistance navigating and participating in temporary and permanent worker visa programs
- Develop tools to connect employers to service providers that address work-place training needs, and to nonprofit agencies and ELL providers that serve immigrant communities

WORKING GROUP CONTRIBUTORS

Adam Bear, UIUC Office of Corporate Relations

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Matt Bradley, Champaign County Chamber of Commerce

Devin Day, SEDAC

Ricardo Diaz, Xpenn Consulting

Mike Doyle, University YMCA

Sue Grey, United Way of Champaign County

Marisol Hughes, Urbana School District 116

Pradeep Khanna, University of Illinois

Carly McCrory-McKay*, Champaign County Economic Development Corporation

Ben Mueller, Immigrant Services of Champaign-Urbana

Nancy Ouedraogo, University of Illinois Extension

Stephanie Pitts-Noggle, Champaign Public Library

Craig Rost, UIUC Department of Urban & Regional Planning

LaTonya Webb, University of Illinois

* Working group lead

CITIZENSHIP & CIVIC ENGAGEMENT

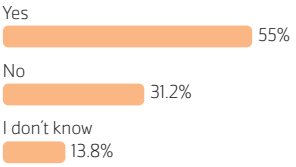
We commit to centering immigrants as changemakers in our community by strengthening pathways to citizenship and civic participation regardless of immigration status.

4,144 non-citizens potentially eligible for naturalization

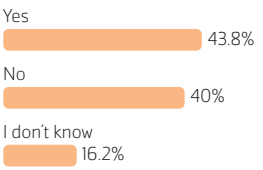
8,152 naturalized citizens in Champaign County

31.9% of foreign-born population in Champaign County that are naturalized citizens

My organization provides leadership opportunities to immigrants.



Immigrants are represented on our board or in other advisory capacities.



US-born

RECOMMENDATION I

Build and sustain pathways to citizenship

Short-term strategies (Year 1 - 3)

- Create actionable report on local barriers to naturalization
- Bridge local government, employers, nonprofits, faith-based organizations, and constituent services to promote the benefits of citizenship, increase access to naturalization services, and celebrate our community's newest citizens
- Expand general knowledge about immigration relief and about local resources to access legal services

Long-term strategies (Year 3 - 5)

- Increase availability of immigration legal services by expanding the number of nonprofit agencies with DOJ recognition and training candidates for DOJ accreditation
- Secure sustainable funding for staffing and service delivery
- Implement a scalable model of immigration legal assistance workshops that develops trained volunteers and strengthens existing pro bono attorney networks
- Develop and implement curricula about US citizenship into local English Language Learner programs

RECOMMENDATION II

Develop and elevate immigrant leaders

Short-term strategies (Year 1 - 3)

- Create a City Government 101 program for ambassadors from immigrant communities to meet elected officials and learn how our city and county governments work
- Cultivate comfortable conditions for regular immigrant participation in public input sessions, debates, and decision making by creating channels for immigrants to develop knowledge, skills, and voice to forward positive change
- Involve immigrants in local voter registration campaigns by working with the Champaign County Clerk's office to activate new US citizen voters, conduct targeted voter education and registration drives, and recruit representative deputy registrars

"The truth is that this is very inhumane to me. I sometimes see the stories of people who have been here for more than 20 years and are still living in the dark. There are people who are 50 to 60 years old. What are they going to do when they want to retire? Are they going to have Social Security or some other type of money that they will receive? No." **— Immigrant Community Listening Session Participant**



Local IL Count Me In committee members (L to R: Gabriel Lewis, Lisa Wilson, Michelle Awad, Zoë Foote, Wendy Hundley, and Linda Steinberg) at the 2020 Census Assistance Hub Launch, March 2020.



New US citizen, Prisca Mouloma, originally from the Democratic Republic of the Congo, poses with her children on Flag Day at the Champaign City Building, June 14, 2019

Long-term strategies (Year 3 - 5)

- Develop assessment tool to evaluate and address inclusivity, diversity, and equity on boards and commissions
- Provide training, mentorship, and opportunities for first- and second-generation immigrant leaders to join different boards and commissions, and engage with lawmakers to advocate for more welcoming practices
- Enhance political knowledge and democratic citizenship skills of first and second generation K-12 students
- Work toward a more representative government by building a pipeline of first- and second-generation and immigrant candidates for local elected office

RECOMMENDATION III

Increase immigrant-inclusive institutions

Short-term strategies (Year 1 - 3)

- Provide educational resources and technical assistance to help local government and organizations to: 1) understand their role in facilitating access to options for immigration relief and 2) effectively engage immigrants in the civic and public life of their communities
- Incorporate immigrant inclusion goals into comprehensive planning process of local governments
- Increase function and usage of Oasis Resource Center as a centralized repository of multilingual resources for immigrant communities and organizations

Long-term strategies (Year 3 - 5)

- Hold town halls with elected officials and candidates for public office focused on local immigrant concerns and immigrant integration policies
- Create a forum series that presents and discusses key local issues identified by immigrants (e.g., affordable housing and homelessness, language access, local crime and safety issues)

WORKING GROUP CONTRIBUTORS

Lauren Aronson, University of Illinois

Rachel Fuller, The Urbana Free Library

Koeli Goel, Hindu Temple & Cultural Society of Central IL

Gioconda Guerra Perez, University of Illinois

Preston James, City of Urbana

Marium Kureishy, Muslim American Society

Kathy Maniates, Urbana Adult Education

Ann Prisland, Solidarity Sundays

Ximena Rivera, The Immigration Project

Jesse Rose, The Immigration Project

Ahmed Taha, Muslim American Society

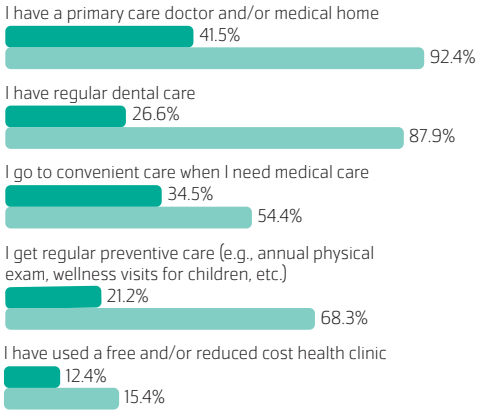
C. Pius Weibel, Champaign County

Lisa Wilson, The Refugee Center

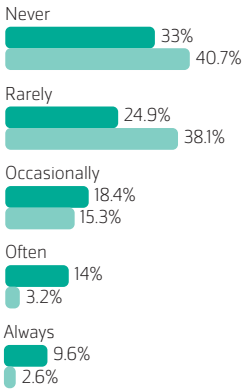
HEALTH & WELL-BEING

We commit to prioritizing supports for the dynamic range of physical, social, and mental health needs of immigrant communities.

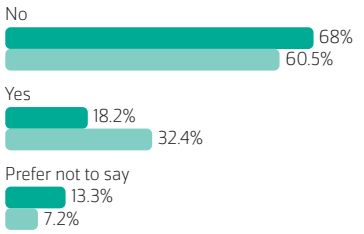
Which of the following statements is true?



Do you ever have a problem understanding your healthcare provider when they talk to you about your health?



In the past week have you felt down, depressed, or hopeless?



Foreign-born
US-born

RECOMMENDATION I

Break down accessibility barriers to healthcare and public health services

Short-term strategies (Year 1 - 3)

- Build supports for immigrants to comfortably navigate the healthcare system, including: mental health resources, family care resources, dental and vision resources, and school medical requirements through use of workshops, online references, and helplines
- Address health disparities exacerbated by communication inequality by developing trained corps of volunteer translators/interpreters and identifying candidates for further training and certification
- Release report identifying barriers to healthcare access for immigrant communities with actionable Welcoming Checklists for healthcare and well-being providers to establish immigrant-friendly environments, including sample policies for limiting relationships with immigration enforcement, ensuring language access, and providing culturally competent care
- Work with community partners to address food insecurity and nutritional needs of immigrant families

Long-term strategies (Year 3 - 5)

- Facilitate a community advisory board and programming to empower immigrant patients in their relationships with healthcare providers
- Build medical-legal partnerships to assist in the sharing of documents across partners and agencies to more effectively serve immigrant patients and clients

RECOMMENDATION II

Build trust among immigrant communities, healthcare providers, and wellness agencies

Short-term strategies (Year 1 - 3)

- Address COVID-19 vaccine hesitancy by distributing linguistically and culturally appropriate electronic materials, training community leaders to bridge gaps in public health response, and resourcing immigrants whose health and well-being have been adversely impacted by COVID-19
- Connect immigrant communities with healthcare liaisons to address specific healthcare concerns and needs
- Work with healthcare providers to create a strategy and timeline for providing recurring cultural competency trainings for local frontline staff



NAWC staff Laurent Kabuya Kaniki and Jean Cesar Ntedika, Blaise Mbala (NAWC Community Navigator), and regional partners including Western Illinois DREAMers at a community resource fair in Beardstown, Illinois, July 25, 2021.



Community members of all ages gather together to embrace mental relaxation while increasing their physical movement by practicing Tai Chi at the University YMCA, January 12, 2020.

Long-term strategies (Year 3 - 5)

- Implement information dissemination strategies with local providers and referral networks in response to specific community and population needs, including expanding language access for agencies and individuals
- Advocate for and fund increased multilingual personnel in clinics and hospitals

RECOMMENDATION III

Prioritize culturally and linguistically appropriate mental health and trauma-informed care services

Short-term strategies (Year 1 - 3)

- Partner with the Trauma & Resilience Initiative (TRI) to increase support for immigrant youth and adults impacted by stress and adversity, and to train community navigators to provide support
- Form a Community of Practice to identify ongoing challenges, share ideas and best practices and develop educational resources
- Promote awareness of mental health challenges particular to immigrant communities
- Designate local representative to join the Coalition for Immigrant Mental Health (CIMH), a collaborative community-based and research-informed partnership between immigrants, mental health practitioners, community organizers, researchers, and allies

Long-term strategies (Year 3 - 5)

- Reduce mental health barriers encountered by immigrant youth and adults by working to address community-specific stigma and increasing mental health literacy of faith community leaders
- Prioritize cultural and linguistic competency of local doctors and therapists in recruitment, hiring, retention, and training

WORKING GROUP CONTRIBUTORS

Kim Bowdry, Champaign County Mental Health Board

Lynn Canfield, Champaign County Mental Health Board

Alejandra Coronel, OSF HealthCare

Stephanie Corrales, Courage Connection

Chris Garcia, Champaign County Health Care Consumers

Ranya Hasan, Rosecrance

Clair Irwin, Insulin4All

Pam Leiter*, Champaign County Forest Preserve District

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Shandra Summerville, Champaign County Mental Health Board

Awais Vaid, CU Public Health District

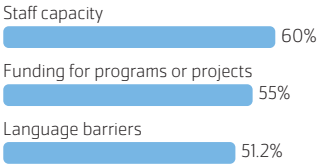
*Working group lead

LANGUAGE & EDUCATION

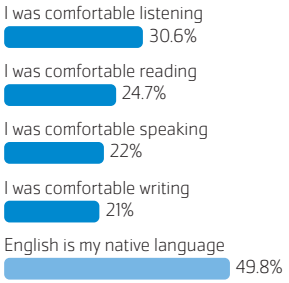
We commit to promoting language acquisition and increasing educational opportunities.

17.6% of households in Champaign County speak a language other than English. In these households, 35.4% speak English less than "very well"

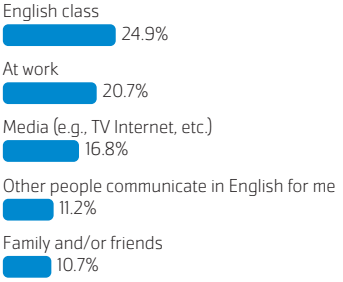
What are the top three barriers your organization faces when considering integrating immigrants' needs into planning services, supports, or activities?



How comfortable were you using English when you moved into this community?



How have you been able to improve your English since moving into this community?



Foreign-born
US-born

RECOMMENDATION I

Strengthen language acquisition opportunities for learners of all ages

Short-term strategies (Year 1 - 3)

- Facilitate timely access to English Language Learner (ELL) programs for adult learners by conducting courses in immigrant neighborhoods and addressing other access barriers (e.g., transportation, childcare, digital divide)
- Teach adults to use translation apps and similar programs (e.g., Pronunciator) as a stopgap measure to address emergency language needs
- Encourage organizations to prioritize language access (e.g., interpreter services, improving English language resources, representative staffing)
- Make English language resources easy to understand
- Begin joint work between Community Alliance of immigrant-serving organizations and local educational leaders from schools and ELL programs to prioritize ongoing issues in language education and adult education

Long-term strategies (Year 3 - 5)

- Develop and sustain pre-literacy programming in Spanish for limited-literacy, indigenous Maya communities and other adult English Language Learners who do not have literacy skills in their native tongue
- Equip parents of school-age children and adults to self-advocate by providing education on federal laws regarding language assistance services for individuals with limited English proficiency
- Expand assistance for English Language Learners with different physical and cognitive abilities within the school districts and adult language programs

RECOMMENDATION II

Build a foundation of cultural sensitivity and appreciation

Short-term strategies (Year 1 - 3)

- Support and expand bilingual GED courses and adult education
- Help K-12 English Language Learners navigate cultural and linguistic challenges by continuing to strengthen support for bilingual teacher and parent liaison programming in schools
- Celebrate and encourage multilingual skills by increasing non-English language book access in public libraries.

Long-term strategies (Year 3 - 5)

- Equip immigrant parents to successfully navigate US education system requirements and processes by increasing bilingual supports and programming
- Provide cultural competency and sensitivity training for local educators and school administrators



ESL for Citizenship students travel to Springfield, Illinois with their instructor, Kallie-Jo Ho to visit historical sites and to meet public officials, including Illinois Senator Scott Bennett (52 District), March 5, 2019.



Art at the Market teaches participants to screen print butterflies symbolizing the beauty of migration during a Welcoming Week event, September 21, 2019.

- Expand affordable and culturally responsive childcare programs (e.g., helping community caretakers launch licensed home-based childcare and providing training in early childhood development)
- Increase community information and translation services in multiple languages beyond the top five languages spoken in the country (Spanish, Chinese, Tagalog, Vietnamese, and Arabic)

RECOMMENDATION III

Support education as a bridge to professional development and higher education

Short-term strategies (Year 1 - 3)

- Include vocational language skills in English Language Learner courses
- Increase English language proficiency of immigrants seeking recognition of foreign credentials
- Coordinate tutoring for immigrant youth and support professional development of first and second generation immigrant youth

Long-term strategies (Year 3 - 5)

- Offer evening courses to create a pathway to high school diplomas for teenagers who must work during regular school hours
- Support ongoing adult education, upskilling, and advancement (e.g., financial literacy, financial aid guidance, workforce training, resources for accreditations and certification)
- Provide language learning stipends integrated with workforce development services for recent arrivals with limited English proficiency

WORKING GROUP CONTRIBUTORS

Carolyn Bartolotta, Champaign Unit 4 Schools

Felix Cardoso, Urbana Adult Education

Celeste Choate, The Urbana Free Library

Amanda Harris*, Champaign Unit 4 Schools

Brittany Michaels, Champaign Public Library

Paula Prather, Parkland College

Joe Wiemelt, Urbana School District Unit 116

* Working group lead

"We can work on helping parents understand the system and how it's important to be involved, but I also think that we have to understand that people have no time. The barrier is they don't have time."

— Immigrant Community Listening Session Participant

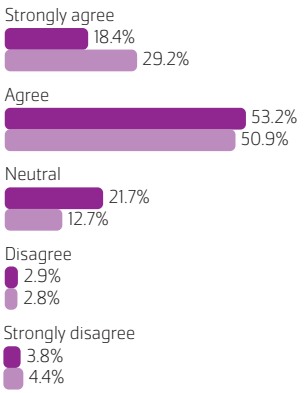
PUBLIC SAFETY

We commit to building trust and relationships among immigrant communities, local law enforcement, and public safety entities.

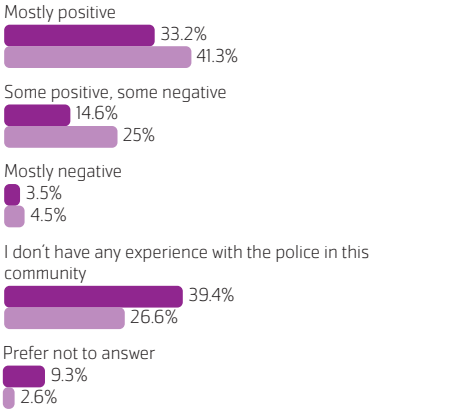
My organization takes steps to build relationships and trust with immigrants.



I feel safe living in this community.



Which of the following describes your experience, if any, with police in the community?



Foreign-born
US-born

RECOMMENDATION I

Establish trust among immigrants and first responders, law enforcement agencies, and municipal officials

Short-term strategies (Year 1 - 3)

- Promote regular interactions with first responders, police officers, and government employees via linguistically accessible information sessions on public safety topics (e.g., disaster preparedness, fire prevention)
- Facilitate quick and easy access to help by developing succinct resources (e.g., refrigerator magnets) that list the numbers of first responders and law enforcement agencies

Long-term strategies (Year 3 - 5)

- Launch a recurring series of public meetings to foster meaningful engagement, interpreter-facilitated discussion, and problem-solving between public safety officials and immigrant communities
- Establish informal and secure channels for communication between immigrant community members and elected officials, local government, and law enforcement agencies

RECOMMENDATION II

Equip immigrant communities to participate in personal and public safety measures

Short-term strategies (Year 1 - 3)

- Provide Know Your Rights workshops covering individual rights and responsibilities; strategies to successfully interact with first responders, federal agents, and local law enforcement officials; and information on how to spot and respond to fraudulent calls and scams
- Expand immigrants' understanding of the importance and process of filing complaints and reporting crimes to law enforcement officials
- Increase immigrants' access to file reports and complaints by providing forms in multiple languages and ensuring first responders and law enforcement officials have access to reliable interpretation services

Long-term strategies (Year 3 - 5)

- Encourage immigrant leaders to chair public safety associations and to serve as liaisons between their communities and local law enforcement officials



NAWC Intern, Anya Takikawa, holds a welcoming sign sharing her belief that everyone deserves to feel at home during Welcoming Week, September, 2019.



Community members chat with Bryant Seraphin, Urbana Chief of Police, at "Coffee with Mayor Marlin", a Welcoming Week event in the city building, September 18, 2019.

RECOMMENDATION III

Ensure government officials, first responders, and law enforcement officers effectively respond to and protect immigrant communities

Short-term strategies (Year 1 - 3)

- Organize trainings, led by trusted local organizations, to inform immigrants on the roles of and separation between different law enforcement and public safety officials and agencies
- Incorporate information on welcoming ordinances, immigrant rights, resources for immigrant victims of crime, and relevant state and local laws intersecting with immigration into first responder and law enforcement official training
- Strengthen communication between municipal entities, city governments, law enforcement agencies and first responders to address public safety concerns of local immigrants
- Create a public safety portal in the Oasis Resource Center with important information, contacts, and educational research that is available in multiple languages

Long-term strategies (Year 3 - 5)

- Provide cultural and linguistic competency training for law enforcement officers and first responders to effectively communicate and establish trust with local immigrants
- Ensure resources, forms, documents, and materials for public use, such as police reports, are available in multiple languages
- Implement easy, ready-to-use interpretation and translation services for first responders, law enforcement officers, and other government officials
- Launch a series of community conversations co-organized and co-led by immigrant leaders and elected officials, law enforcement officers, and first responders that covers how to handle police interactions and approach public safety situations (e.g., child safety, domestic violence, human trafficking, drunk driving, fraud)

WORKING GROUP CONTRIBUTORS

Anthony Cobb, City of Champaign

Dustin Heuerman, Champaign County Sheriff's Office

Rachel Joy*, City of Champaign

Matt Myrick, University of Illinois Police Department

Bryant Seraphin, City of Urbana

Charlie Smyth*, City of Urbana

Jack Wilkie, Attorney at Law

* Working group lead

NEXT STEPS



Representatives from local organizations convene at a Welcoming Collaborative meeting to discuss inclusive engagement strategies and community events in preparation for Welcoming Week, April 9, 2019.

The process of producing the *Champaign County Welcoming Plan* involved partners and stakeholders at every level of the community — we are deeply appreciative of the hundreds of hours invested by volunteers from all sectors of the community. **As a broad and diverse coalition of stakeholders, our county has demonstrated strong cross-political support and a clear commitment to welcoming immigrants.** With the release of this plan, our shared work continues to ensure the realization of multi-sector recommendations and strategies. Some wins will be readily attainable, while others will require significant coordination, resource development, and municipal enactment.

The New American Welcome Center (NAWC) at the University YMCA will oversee the Welcoming Plan's implementation process, monitoring efforts to ensure that the multi-sector plan is carried out. Initial goals are as follows:

- **Expand Partnerships.** Keep in regular contact with partner organizations and secure commitments to advance the plan's implementation across the community.
- **Launch Communities of Practice.** Establish communities of practice organized along each recommendation area, cultivate spaces for stakeholders to prioritize strategies for implementation, share promising practices, and refine our work.
- **Pursue Certified Welcoming.** Invite Welcoming America to assess our efforts to include and welcome immigrants in all areas of civic, social, and economic life in our community. Work to distinguish our local efforts, build a competitive advantage, and gain access to opportunities to share our welcoming practices on a regional, national, and global stage by securing a Certified Welcoming designation for Champaign County.
- **Secure Funding.** Collaborate to pursue funding for project and resource implementation.
- **Publish Annual Progress Reports.** Inform the community about implementation progress, successes, and challenges.
- **Create Website.** Develop a website for the *Champaign County Welcoming Plan* featuring data, recommendations, and engagement opportunities.

Thank you for working together to build resilient, cohesive and flourishing communities.

We invite you to share your feedback, get involved, and learn more about the *Champaign County Welcoming Plan* by using the QR code or by visiting: www.welcomingchampaigncounty.org

NAWC ADVISORY BOARD

Chair: Ricardo Diaz, Xpenn Consulting

Evan Alvarez, Champaign-Urbana Mass Transit District

Carol Ammons, 103rd District

Carolynn Bartolotta, Champaign Unit 4 Schools

Scott Bennett, 52nd District

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Celeste Choate, The Urbana Free Library

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Sawadogo Ousmane, Central IL Mosque and Islamic Center

Donald Owen, Lead4Equity

Julie Pryde, CU Public Health District

Katie Snyder, Museum of the Grand Prairie, Champaign County Forest Preserve District

Bosky Soni, University of Illinois

Ahmed Taha, Muslim American Society

Lisa Wilson, The Refugee Center

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Kora Maldonado, Pixan Konob'

Lucia Maldonado, Urbana School District

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Sang Lee (2021)

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Sarah Chitwood

Ana María Hernández

Sophie Luijten

Bosky Soni

Ricardo Zapata

To those that came before us and tilled the soil for this Welcoming Plan to take root — The Refugee Center, C-U Immigration Forum, La Colectiva, Latino Partnership of Champaign County, The Immigration Project, Cultivadores, and so many more — thank you.

To the hundreds of community members who dedicated their time, stories, ideas, and expertise to make our community a place where immigrants can thrive and flourish. Thank you.

To our funders at Welcoming America, New American Economy, YMCA of the USA, Immigration Funders Collaborative, and United Way of Champaign County — thank you for your generous support of our strategic planning and community engagement process.

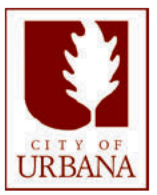
To our peer cities around the country — thank you for leading the way. We studied your community engagement processes, strategic planning efforts, and are proud to join you in implementation.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

University YMCA
New American Welcome Center
1001 South Wright Street
Champaign, Illinois 61820













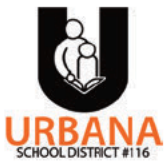


























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Design: Michael Warrell, Design Solutions.

the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

New Americans in Champaign County



Snapshot of the Demographic and Economic Contributions of Immigrants in the County

YMCA of the University of Illinois
1001 South Wright Street
Champaign, Illinois 61820
W: www.universityymca.org/welcome
P: 217-337-1500

GATEWAYS for GROWTH

New American Economy

CHAMPAIGN COUNTY ILLINOIS ECONOMIC DEVELOPMENT CORPORATION

New American Welcome Center

The New American Welcome Center at the University Y helps immigrants fully integrate into American society and prepares receiving communities around Champaign County to be welcoming and inclusive.

By engaging local institutions and mobilizing community resources, we help make Champaign County a place where newcomers and immigrants can thrive and flourish.

Overview

The following is a customized, quantitative research report produced by data analysts at New American Economy and the New American Welcome Center. It sheds light on the contribution of immigrants to Champaign County's population, labor force, and economy. The message of this report can be encapsulated in one word: interdependence. Far from 'aliens', immigrants are our neighbors, colleagues, and friends, and as this report illustrates, what affects them will impact the entirety of our community—immigrant and U.S.-born.

Champaign County is home to one of the largest immigrant populations in Illinois outside of Chicagoland. In 2016, 1 in 10 county residents, 1 in 8 Champaign residents, and 1 in 5 Urbana residents were immigrants—joining our community from over 76 countries around the world. Our neighbors are from China and Mexico, Germany and India, Pakistan and the Philippines, Colombia and the Democratic Republic of the Congo. Champaign County was 1 of only 13 counties in Illinois with a growing population in 2016, in no small part thanks to immigrants.

Immigrants' growing numbers have provided support to several key sectors. In STEM and Education, over 1 in 5 workers are immigrants. In manufacturing, hospitality, recreation, and healthcare, 1 in 10 workers are immigrants. In 2016 alone, local immigrants contributed 57 million dollars in local taxes, and injected hundreds of millions into our local economy. Immigrants fill needs at all levels of the county's workforce, including in high-skilled sectors given that local immigrants are over 50 percent more likely than U.S.-Born residents to hold a bachelor's degree or higher.

The majority of immigrants in our community have been residents for at least 7 years—a third are U.S. Citizens, a quarter are likely eligible for naturalization, and another third may be undocumented. Regardless of status, immigrants throughout Champaign County have established homes, contributed to our economy, and strengthened the social fabric of our community. The help or harm directed to the immigrant community ripples through its many families, the agencies that serve them, the industries that employ them, and the local governments and businesses that depend on their financial contributions.

We hope this report will catalyze greater awareness and collaboration, as we continue the work to make Champaign County an ever more welcoming and inclusive community.

Keys to the Report

IMMIGRANT
Anyone not born a U.S. Citizen, regardless of current status.

NON-COLLEGE STUDENT IMMIGRANT
Anyone not born a U.S. Citizen and not currently enrolled in a college or university.

U.S.-BORN
Anyone born a U.S. Citizen, regardless of place of birth.

Data Source: Household surveys of county residents conducted by the U.S. Census Bureau.

New Americans in Champaign County

A Snapshot of the Demographic and Economic Contributions of Immigrants in the County[1]

GATEWAYS for GROWTH

CHAMPAIGN COUNTY ILLINOIS ECONOMIC DEVELOPMENT CORPORATION

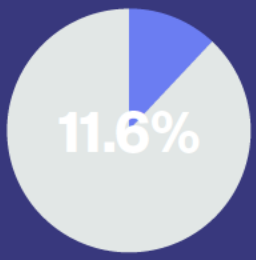
the YMCA

New American Economy | State & Local

POPULATION

23,992

Number of immigrants living in Champaign County in 2016, making up **11.6%** of the total population.



This share was **8.0%** in 2000 and **11.6%** in 2011.[2]

43.5% of the immigrant population were **university students** in 2016.

This means that the rest—about **13,558** people—were more likely to be longer-term residents.

Between 2011 and 2016, the **U.S.-born population** grew by 3.2%.

3.2%

The non-college student **immigrant** population* increased by 6.3%.[3]

6.3%

Among the non-college student immigrant population,* the county has attracted immigrants from **over 76 countries**.

The fastest-growing regions of origin between 2011 and 2016 include Central Africa, East and Southern Africa, and Oceania.[4]

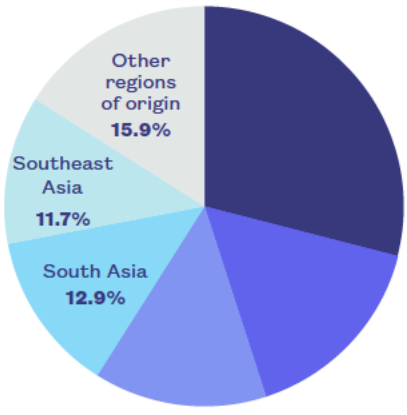
Share of total population growth in the county attributed to immigrants between 2011 and 2016.



11.8%

In 2016, the vast majority of the non-college student immigrant population* came from:

East Asia	e.g., China, Korea, & Taiwan
Europe & North & Central Asia	e.g., United Kingdom & Germany
North America	e.g., Mexico & Canada
South Asia	e.g., India & Pakistan
Southeast Asia	e.g., Philippines & Vietnam



POPULATION CONT.

CITY OF CHAMPAIGN

11,851

Number of immigrants living in the City of Champaign in 2016.

Between 2011 and 2016, the population in the area grew by **5.5%.**

The immigrant population increased by **15.2%.**

Total population

80,223 → **84,672**

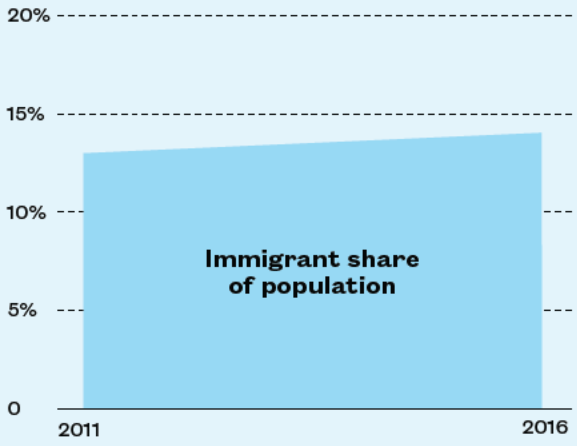
5.5%

Immigrant population

10,285 → **11,851**

15.2%

The immigrant share of the city's population increased from **12.8%** to **14.0%.**



CITY OF URBANA

7,768

Number of immigrants living in the City of Urbana in 2016.

Between 2011 and 2016, the population in the area grew by **2.1%.**

The immigrant population decreased by **2.8%.**

Total population

41,089 → **41,941**

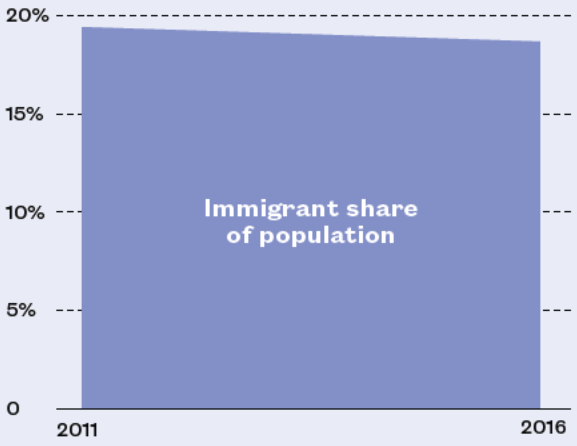
2.1%

Immigrant population

7,990 → **7,768**

-2.8%

The immigrant share of the city's population decreased from **19.4%** to **18.5%.**



Attachment A - Section 2.2

ECONOMIC CONTRIBUTIONS

In 2016, immigrant residents in Champaign County contributed **$1.4B** to the area's GDP.[5]

Given their income, immigrants contributed significantly to state and local taxes, including property, sales, and excise taxes levied by state or municipal governments.

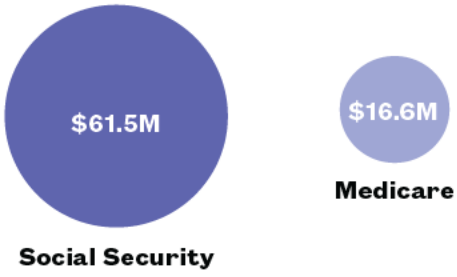
Amount earned by immigrant households in 2016:
$619.0M

$119.1M
went to federal taxes.[6]

$57.2M
went to state & local taxes.[7]

Leaving them with
$442.6M in spending power.[8]

Immigrants in Champaign County also support federal social programs. In 2016, they contributed **$61.5M** to Social Security and **$16.6M** to Medicare.



SPOTLIGHT ON

Mauricio Salinas

Entrepreneur, *Chicago MOR* and *El Oasis*

Mauricio Salinas grew up poor in Puebla, Mexico. In 1986, as a 19-year-old fresh out of high school, he came to the United States looking for a better life. He worked in landscaping and as a food server, and managed to get an education at Parkland College in Champaign. Still, he struggled to find fulfilling employment. "When you're undocumented, you're afraid of looking for a job," he says. "I would just work wherever I could."

After five years without papers, Salinas fell in love with and married a U.S. citizen, and in 1991, he obtained a green card. "That was a big step for me," he says. "It made a huge difference in allowing me to achieve my ambitions."

As a documented immigrant, Salinas could apply for scholarships and grants to resume his education. In 2001, he received a bachelor's degree in finance from the University of Illinois at Urbana-Champaign and was quickly hired by Bank One as an assistant branch manager.

Three years later, Salinas took a risk and opened his own business: a tax-preparation and legal services company called Chicago MOR. Among other services, the company offers advice and support for would-be entrepreneurs. To date, he has helped dozens of clients, many of them immigrants, to open new businesses in Champaign County. "Nobody tells you how to accomplish your dreams or how to start a business," Salinas says. "That's one of the reasons why I'm now helping people understand the process."

A few years ago, Salinas opened El Oasis, a Mexican-style ice-cream parlor. "I'm an entrepreneur—I saw a niche, and I went for it," he says. He now employs eight people across his two businesses. He also serves on the boards of the Urbana Business Association, the Champaign County Health Care Consumers, and the New American Welcome Center.

Salinas says his goal is to help other immigrants to settle in and start businesses of their own. "I'm trying to help this community in general, and the immigrant community in particular," he says. "From manual workers to businesspeople, immigrants are an essential part of this community."

ECONOMIC CONTRIBUTIONS CONT.

8.6% of immigrants in the county received Medicare or Medicaid, compared with **26.2%** of the U.S.-born residents in 2016.

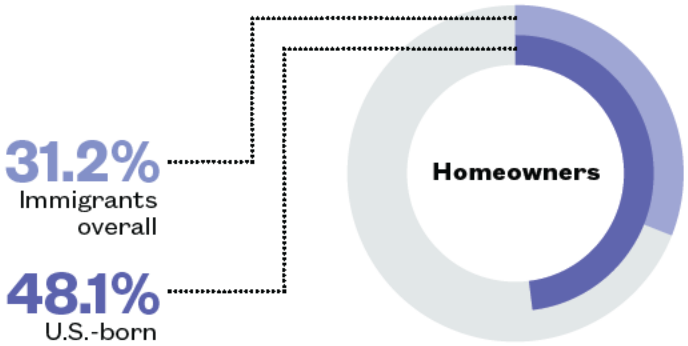


About **84.3%** of immigrants had private healthcare coverage, while **8.7%** had public healthcare coverage.



Share of households who were **homeowners** in Champaign County in 2016:

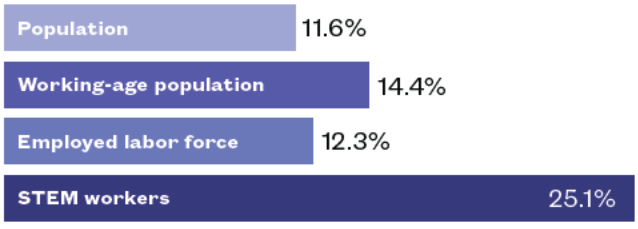
All immigrant homeowners held **$746.7M** in property value, of which **$727.1M** was held by non-college student immigrants.*



LABOR FORCE GROWTH

Although immigrants made up **11.6%** of the county's overall population, they represented **14.4%** of its working-age† population, **12.3%** of its employed labor force, and **25.1%** of STEM‡ workers in 2016.

Immigrant shares of the...



† Working-age refers to people ages 16-64 years old.
‡ Science, Technology, Engineering, and Math.

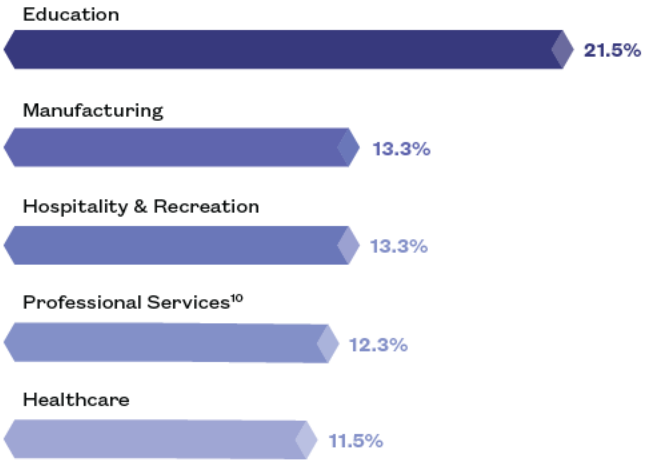
Because of the role immigrants play in the workforce helping companies keep jobs on U.S. soil, by 2016, immigrants living in the county helped create or preserve:

1,104
local manufacturing jobs
that would have otherwise vanished or moved elsewhere.[9]

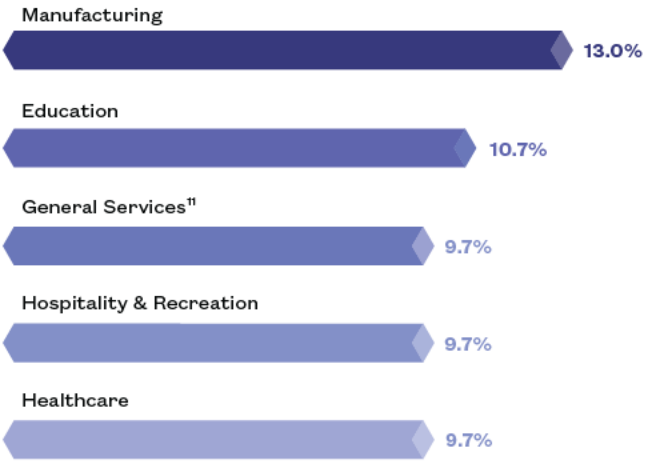
* Includes only immigrants not enrolled in a college or university.

LABOR FORCE GROWTH CONT.

Immigrants play a critical role in several key industries in the county, making up significant shares of the workforce in 2016:

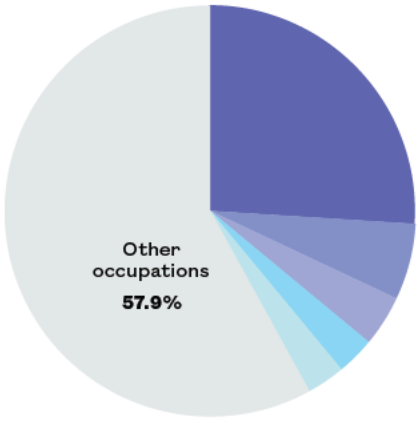


Non-college student immigrants* play a critical role in several key industries in the county, making up significant shares of the workforce in 2016:



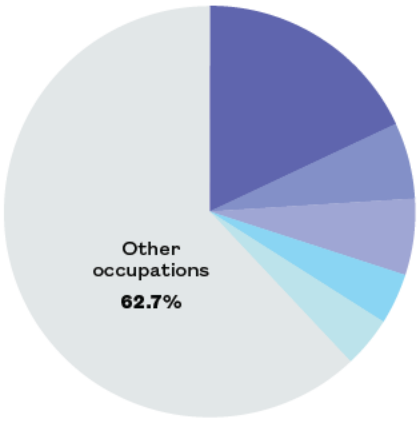
Immigrants tended to concentrate in these **occupations** in the county in 2016:

1. Postsecondary Teachers 26.4%
2. Physical Scientists 6.2%
3. Software Developers 4.3%
4. Cooks 2.7%
5. Scientific Technicians 2.5%



Non-college student immigrants* tended to concentrate in these **occupations** in the county in 2016:

1. Postsecondary Teachers 17.8%
2. Software Developers 6.2%
3. Physical Scientists 5.8%
4. Cooks 4.0%
5. Production Workers 3.5%

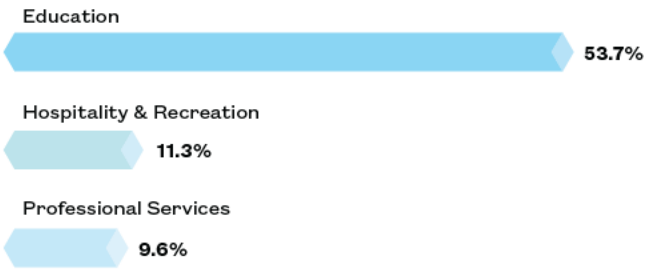


* Includes only immigrants not enrolled in a college or university.

LABOR FORCE GROWTH CONT.

CITY OF CHAMPAIGN

These **industries** employed a significant number of the city's immigrants in 2016.



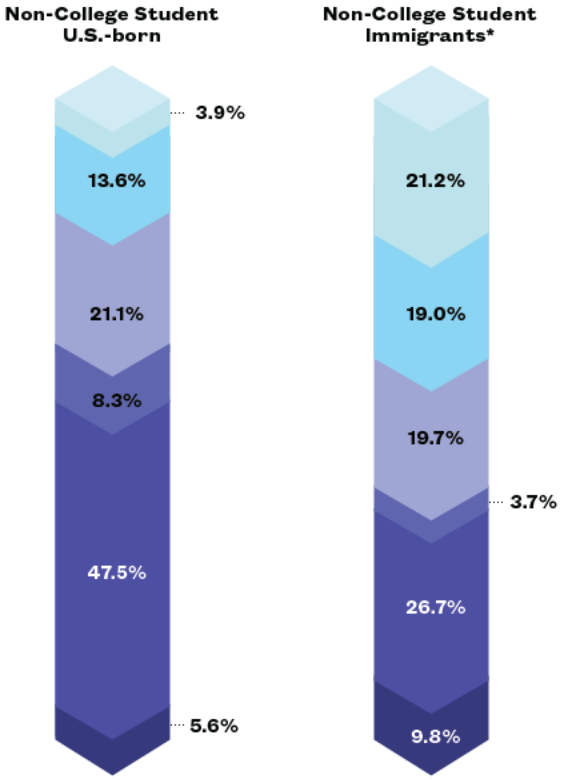
CITY OF URBANA

These **industries** employed a significant number of the city's immigrants in 2016.



EDUCATION

The non-student immigrant population is highly educated, and in 2016 was over **50% more likely to hold a bachelor's degree or higher** than their U.S.-born counterparts.



Educational Attainment	Non-college student U.S.-born population	Non-college student immigrant population*
Doctoral Degree	3.9%	21.2%
Master's or Professional Degree	13.6%	19.0%
Bachelor's Degree	21.1%	19.7%
Associate's Degree or Some College	8.3%	3.7%
High School Diploma	47.5%	26.7%
No Diploma	5.6%	9.8%

* Includes only immigrants not enrolled in a college or university.

SPOTLIGHT ON

César M'nyampara

Minister, *First Presbyterian Church of Champaign*

César M'nyampara was a mining industry lawyer in the Democratic Republic of Congo, but when his father, a political activist, was murdered in 2003, he decided to find a safer place for his family.

In 2011, M'nyampara, his pregnant wife, and their four children came to Illinois on diversity visas. There, he found work as a packer at the Solo Cup plant. "I'd never worked this kind of job," M'nyampara says of the manual labor. "It was very hard, very painful."

Still, the family thrived, thanks to the warm welcome they received at the First Presbyterian Church of Champaign. Congregants took M'nyampara under their wing, taught him English, and helped him find his feet.

"They taught me how to live in this society, and the rules of the country, and how you can serve people in need," he says. "I'm a product of that church."

Inspired by their kindness, M'nyampara left the factory and became a full-time pastor. "Now I'm working for God," he says. "I count on God to provide."

M'nyampara ministers chiefly to Champaign County's booming immigrant population. First Presbyterian's congregation was almost entirely U.S.-born when M'nyampara arrived, but these days around 300 African immigrants attend bilingual weekly services. "God has sent me a lot of people to take care of," he says.

This has provided an influx of younger faces for First Presbyterian's previously aging congregation, M'nyampara says. "We brought a new life, a new energy, and a new style of worship," he says.

In addition to his flock's spiritual well-being, M'nyampara also helps congregants find work. Every Wednesday, he drives around Central Illinois, often as far afield as Danville or Gibson City, to meet factory foremen. Through that outreach, M'nyampara has secured manufacturing jobs for more than 200 newly arrived immigrants.

That's good news not just for the workers, but also for the companies, which M'nyampara says often struggle to find labor. "They always call me, and ask me if I have more people to send to their companies," he says. "It's good for the economy and for all the people here, immigrants and U.S.-born."

CITIZENSHIP[12]

Number of immigrants in the county who were naturalized citizens in 2016: **7,998**

Naturalized share of all immigrants

33.3%

Number of non-college student immigrants* who were naturalized citizens in 2016: **5,898**

Naturalized share of non-college student immigrants*

43.5%

Number among all non-citizens who were potentially eligible for naturalization in 2016: **3,997**

Share of non-citizens who were potentially eligible for naturalization

25.0%

3.5%

Share of immigrants in the county who were likely refugees[13]

Number of immigrants in the county who were likely undocumented in 2016: **7,094**

Share of all immigrants in the county who were likely undocumented

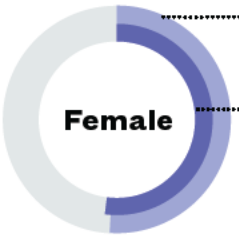
29.6%

* Includes only immigrants not enrolled in a college or university.

GENDER, MARITAL STATUS, & AGE

Among the county's non-college student population,* the U.S.-born and immigrant populations are **very similar in gender make-up**.

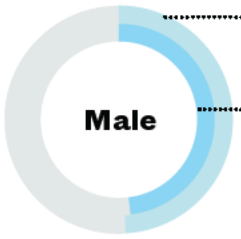
Share of non-college students who are **female:**



50.7% of U.S.-born

51.7% of immigrants in Champaign County

Share of non-college students who are **male:**



49.3% of U.S.-born

48.3% of immigrants in Champaign County

Non-college student immigrants* are **more likely to be married** than their U.S.-born counterparts.

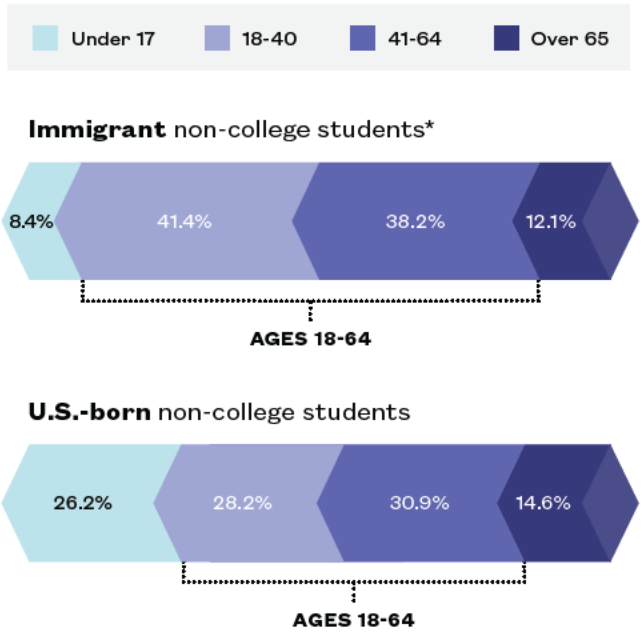
Shares of non-college student **immigrants*** who are:



Shares of non-college student **U.S.-born** who are:



The non-college student immigrant population* is **more likely to be between ages 18-64**.



* Includes only immigrants not enrolled in a college or university.

For more city, district, and state-level data,
visit **MapTheImpact.org** and explore our interactive map.

New American Economy

1 Unless otherwise specified, data comes from 5-year samples of the American Community Survey from 2011 and 2016 and figures refer to Champaign County, Illinois. The term "immigrant" is defined as anyone born outside the U.S. to non-U.S. citizen parents who is living in the U.S. and counted by the census.

2 The 2000 estimates come from the American FactFinder, the U.S. Census Bureau.

3 We refer to the population of people not enrolled in colleges and universities as non-student population in the following references.

4 The sample size is below 15.

5 These figures derive from our calculations based on immigrants' share of wage income and self-employment income in the 5-year ACS sample from 2016 and the statistics of GDP from the Bureau of Economic Analysis.

6 U.S. Congressional Budget Office. 2016. "The Distribution of Household Income and Federal Taxes, 2013."

7 Institute on Taxation and Economic Policy. 2015. "Who Pays? A Distributional Analysis of the Tax Systems in All Fifty States."

8 Estimates are based on federal tax rates from the U.S. Congressional Budget Office, and state and local tax rates are from the Institute on Taxation and Economic Policy.

9 Vigdor, Jacob. 2013. "Immigration and the Revival of American Cities: From Preserving Manufacturing Jobs to Strengthening the Housing Market." New American Economy.

10 Professional services: Most of these industries include professions that require a degree or a license, such as legal services, accounting, scientific research, consulting services, etc.

11 General services include personal services (e.g. laundry services, barber shops, and repair and maintenance), religious organizations, social services, and labor unions.

12 Refer to New American Economy's methodology page (www.newamericaneconomy.org/methodology) for states and metro areas for additional information on how we calculated eligibility to naturalize and the undocumented and refugee populations.

13 New American Economy. 2017. "From Struggle to Resilience: The Economic Impact of Refugees in America."

As the local organizations that worked on this brief, we would like to acknowledge our local collaborating partners on the Gateways for Growth Initiative: City of Champaign, City of Urbana, Champaign County Economic Development Corporation and the University of Illinois Research Park. We also want to thank the following funders for their support of this initiative: University of Illinois, Community Foundation of East Central Illinois, United Way of Champaign County and Tony Khan.

Attachment A - Section 2.2

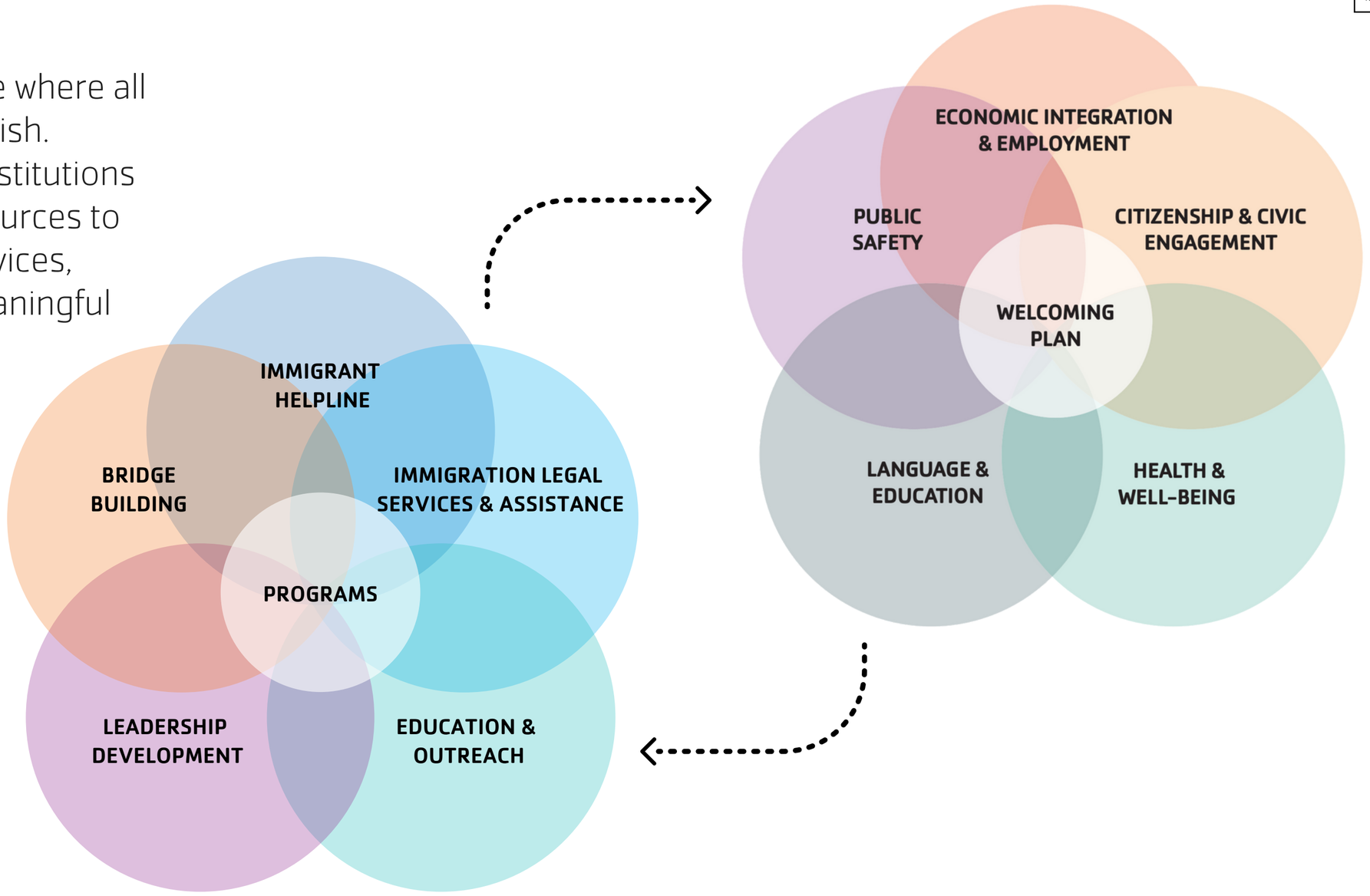
University YMCA New American Welcome Center Leadership 2017-2018 Advisory Board

Carol Ammons, State Representative,103rd District
Carolynn Bartolotta, English Language Testing Coordinator, Champaign School District
Scott Bennett, State Senator, 52nd District
Laura Bleill, Associate Director, University of Illinois Research Park
Adam Chacon, President, Latino Partnership of Champaign County
Celeste Choate, Executive Director, Urbana Free Library
Alan Cook, Rabbi, Sinai Temple and Chair, Interfaith Alliance of Champaign County
Ricardo Diaz, Chair, New American Welcome Center at the University YMCA
Joan Dixon, President & CEO, Community Foundation of East Central Illinois
Deborah Frank Feinen, Mayor, City of Champaign
Koeli Goel, Executive Chair, Board of Trustees, Champaign Hindu Temple
Sue Grey, Executive Director, United Way of Champaign County
Gioconda Guerra Pérez, Director, La Casa Cultural Latina
Amanda Harris, Program Manager, Project READ
Anh Ha Ho, Co-Director, East Central Illinois Refugee Mutual Assistance Center (ECIRMAC)
Antonio Juarez, Community Leader, Guatemalan Community
Tim King, Marketing Director & Secretary, Three Spinners
Pam Leiter, Assistant Director, Champaign County Forest Preserve
Claudia Lennhoff, Executive Director, Champaign County Health Care Consumers
Lucia G. Maldonado, Latino Family Liaison, Urbana School District
Kathy Maniates, ELA Coordinator, Urbana Adult Education
Diane Marlin, Mayor, City of Urbana
Thomas Mbongo, Community Leader, Congolese Community
César M'nyampara Community Leader, Congolese Community
Ben Mueller, President, C-U Friends and Allies of Immigrants and Refugees (CUFAIR)
Faruq Nelson, Board Member, Avicenna Health Center
Rebekah E. Niblock, Attorney, The Immigration Project
Susan Ogwal, Board Member, University YMCA
Joe Omo-Osagie, Board Member, Champaign County Mental Health Board
Sawadogo Ousmane, Imam, Central Illinois Mosque and Islamic Center
Donald D. Owen, Superintendent, Urbana School District
Laurel Prussing, Former Mayor, City of Urbana
Julie Pryde, Administrator, C-U Public Health District
Bob Rasmus, Pastor, St. Matthew Lutheran Church
Craig Rost, Executive Director, Champaign County Economic Development Corporation
Mauricio Salinas, Owner, El Oasis/Chicago MOR Tax Service
Amy Snyder, Customer Service Director, Champaign-Urbana Mass Transit District
Dalitso Sulamoyo, CEO, Champaign County Regional Planning Commission
Ahmed Taha, President, Muslim American Society, Urbana-Champaign
Pius Weibel, Board Chairperson, Champaign County
Jen White, President, Champaign Federation of Teachers
Assata Zerai, Associate Chancellor, University of Illinois Urbana-Champaign

Special thanks to Dixon Graphics for their generous sponsorship Dixon Graphics, 105 W John, Champaign, IL 61820

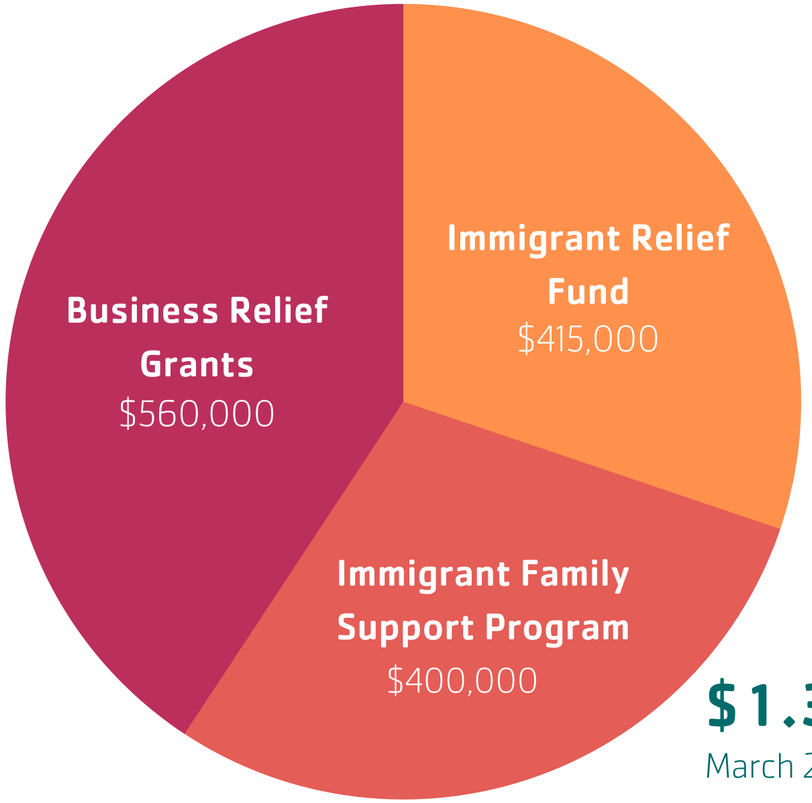
OUR MISSION

To make our community a place where all immigrants can thrive and flourish.
We do this by engaging local institutions and mobilizing community resources to ensure equitable access to services, economic opportunity, and meaningful belonging.



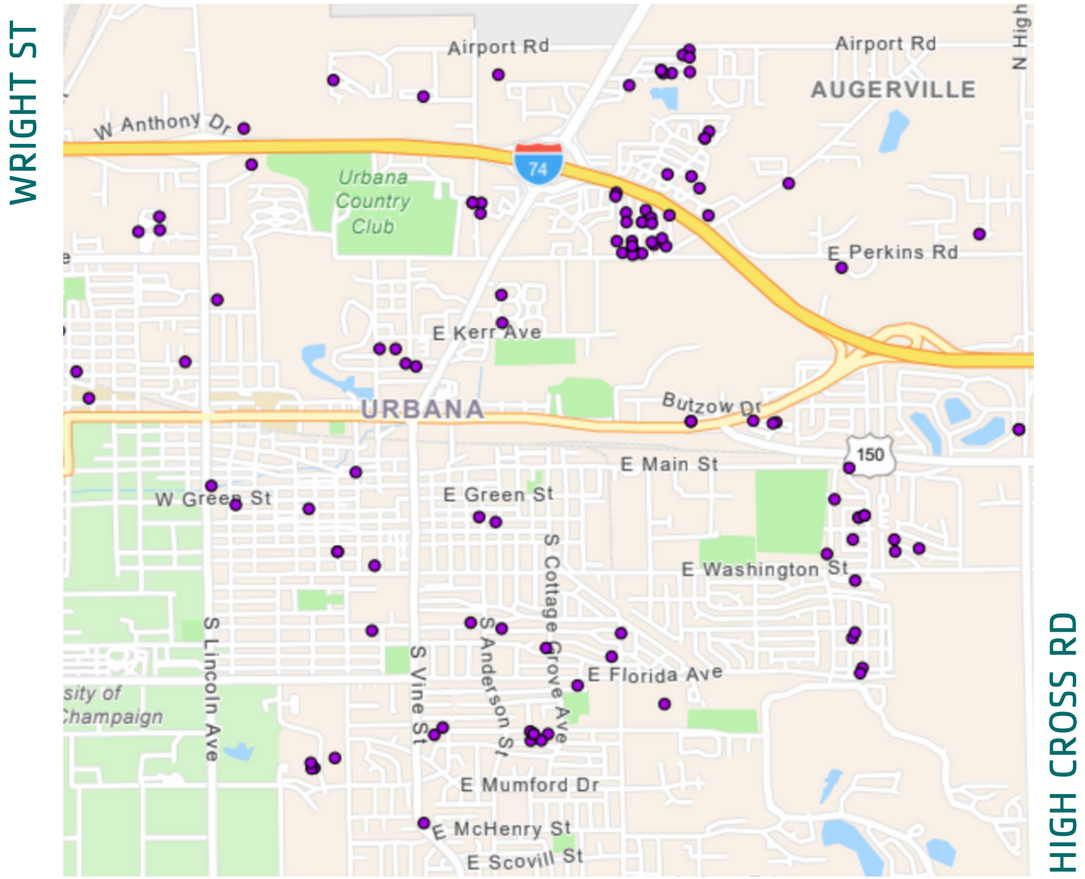
OUR IMPERATIVE

Facilitate the economic recovery of foreign-born residents in the City of Urbana, regardless of immigration status, who were disproportionately impacted by the COVID-19 pandemic



$1.375M

March 27, 2020 – present



NAWC Client Map, Urbana, IL, Jan - Nov 2022

> I'm currently working with 7 families who are really struggling with housing insecurity - they are couch surfing, staying with friends, or relying on the hospitality of local church communities.
>
> Originally from Angola, Nigeria, DR Congo, Venezuela, Colombia, and Mexico, many of them have gone through very difficult journeys and hardship along the way - including death and domestic violence.
>
> Housing assistance is just one of the things they need. We are also helping them with food, legal assistance, winter clothing, and more.
>
> **-Citlaly S., NAWC Intake Specialist**

OUR PROPOSAL

Reduce housing costs for those that need it most.

- Provide direct financial assistance for rent and utility assistance
- Build capacity to increase access to affordable housing

OUR PARTNER

The Refugee Center

The Refugee Center exists to provide services essential to refugee and immigrant resettlement in East Central Illinois, and to aid in the exchange and preservation of their respective cultures.

2022 YTD SNAPSHOT

597 clients served **36%** housing-related needs **70** RPC referrals **41** IFSP Applications **2018** people equipped

OUR TRACK RECORD

Strong grant seeking and grant administration at federal, state, and local levels

U.S. Department of Homeland Security

IDHS Illinois Department of Human Services

IDPH Illinois Department of Public Health

The Illinois Funds

The Resurrection Project

Access to Justice

ICIRR Illinois Coalition for Immigrant and Refugee Rights

Immigrant Family Resource Program

New Americans Initiative

Seal of the County of Champaign, Illinois, February 20, 1833

Public Health. Prevent. Promote. Protect. Champaign-Urbana Public Health District www.c-uphd.org

City of Urbana

Cunningham Township Cares

the YMCA

Redwoods A Crum & Forster Company

Gateways for Growth

New American Economy

Welcoming America. Building a Nation of Neighbors

Walmart

Telligen Community Initiative

meridian

generationsforpeace

Illinois Equal Justice Foundation

Forefront. Engaging for impact

Illinois Count Me In 2020

Illinois Immigration Funders Collaborative

Illinois Bar Foundation

Community Foundation of East Central Illinois

UC2B

Orange Krush Foundation

United Way

University of Illinois

Champaign County Illinois Economic Development Corporation

trc

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (UNIVERSITY YMCA)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *COVID-19 Recovery for Immigrant Communities* by University YMCA (New American Welcome Center) was allocated $450,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $450,000 in ARPA SLFRF funds, for the purpose of *COVID-19 Recovery for Immigrant Communities*, performed by University YMCA (New American Welcome Center), in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

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Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR THE URBANA SCHOOL DISTRICT ALTERNATIVE EDUCATION CENTER BETWEEN THE CITY OF URBANA AND URBANA SCHOOL DISTRICT #116

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Urbana School District #116 (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Urbana School District #116 is a school district in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in providing an alternative education center to Urbana youths.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that improving accessibility of public recreation space and youth programming, increasing support for community violence interventions, and increasing job training and placement opportunities are important. The purpose of this Agreement is for the City to provide ARPA Funds to Urbana School District #116 for the Urbana School District Alternative Education Center.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $814,375 to Urbana School District #116 for the Urbana School District Alternative Education Center.

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

A. Urbana School District #116 shall conduct activities for the Urbana School District Alternative Education Center, as detailed in Attachment A.

B. The project must occur between April 1st, 2023 and December 20th, 2025.

C. The maximum amount of assistance from this Agreement shall be $814,375.

D. Urbana School District #116 must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Urbana School District #116 in an amount up to $814,375 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Urbana School District #116 on a quarterly reimbursement basis, based on invoice(s) for alternative education center activities. A Risk Assessment Form, copy of the invoicing and documentation for alternative education center activities, and Reporting Form shall be submitted by Urbana School District #116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Urbana School District #116 shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Urbana School District #116 to the City for each additional payment, with a maximum total amount of $814,375. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District #116.

F. Urbana School District #116 shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Urbana School District #116: Urbana School District #116 agrees to adhere to funding requirements and provide information needed that include the following:

A. Urbana School District #116 shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Urbana School District #116 shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Urbana School District #116 shall complete the Urbana School District Alternative Education Center with ARPA Funds in accordance with Section 3.

D. Urbana School District #116 shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project.

E. Urbana School District #116 shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Urbana School District #116. Urbana School District #116 shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Urbana School District #116 understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Urbana School District #116 shall comply with all applicable statutes, ordinances, and regulations. Urbana School District #116 shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Urbana School District #116 shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Urbana School District #116 in an amount up to $814,375 in support of this assistance. The transferred funds shall be provided to Urbana School District #116 in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for costs associated with the Urbana School District Alternative Education Center, and Reporting Form shall be submitted by Urbana School District #116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District #116. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Urbana School District #116 unless the City directs otherwise in writing.

Section 7. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Urbana School District #116 shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Urbana School District #116 does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, Urbana School District #116 shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 8. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted

quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Urbana School District #116. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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

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

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

THE CITY OF URBANA, ILLINOIS	**URBANA SCHOOL DISTRICT #116**
By: _____	By: _____
Date: _____	Date: _____
ATTEST: _____	ATTEST: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Attachment A
Scope of Services

Section 1. Summary

Project Summary

Urbana School District is developing a restorative, therapeutic program alternative focusing on the whole child through an equity-centered wrap-around, social-emotional, trauma-informed service delivery model. ARPA funds will be designated for building renovations, repairs, and technology improvements to refurbish the alternative learning spaces to address the following City of Urbana ARPA Goals:
1. Improve accessibility of public recreation space and youth programming
2. Increase support for community violence interventions
3. Increase job training and placement opportunities

Key Objectives and Measurable Outcomes

- Building Renovation Completion
    - Asbestos Remediation
    - Fire Code Compliance
    - ADA Compliance
    - Completion of other renovations
- Number of Students Served
- Improved Student Outcomes
    - Increased improvement in academic achievement (NWEA-MAP scores)
    - Class grades
    - Panorama social-emotional data
    - Discipline data (i.e., referrals, in and out-of-school suspensions)
    - Staff survey feedback
    - Attendance at traditional school.
    - Number of community service hours completed, meetings with mentors, family
    - Participation in scheduled events, completed credit recovery programs, work skill/trade certifications, and the
    - Graduation rate
    - Number of students who pursue postsecondary paths

Project Start Date: 4/1/23 **Project Completion Date:** 12/20/25

ARPA Funding

$814,375

Changes from submitted application, and project-specific conditions, if any

The award provided is approximately 96% of the amount requested in the application. This difference will be accounted for by -

Attachment A
Scope of Services

- Reducing the total cost of supplies by eliminating yellow bus transportation costs of $30,000.

- Reducing the request for professional services by $5,625.

Both of these budget changes will align the revised scope of work with the allocated amount of $814,375.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2022 Q2	$46,000 Construction	$12,000 Construction	N/A	N/A	N/A
2022 Q3	$44,000 Construction	$40,000 Construction	N/A	N/A	N/A
2022 Q4	$283,000 Construction	$200,000 Construction	N/A	N/A	N/A
2023 Q1	$220,000 Construction	$200,000 Construction	N/A	N/A	N/A
2023 Q2 (April, May, June)	$170,000 Construction	60,000 Construction	$512,000	Reimbursement	$512,000
2023 Q3	$80,000 - Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$542,000
2023 Q4	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$572,000
2024 Q1	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$602,000
2024 Q2	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$632,000

Attachment A
Scope of Services

2024 Q3	$142,375 Programming & Support Services	$92,375 Programming & Support Services	92,375	Reimbursement	$724,375
2024 Q4	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$754,375
2025 Q1	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$784,375
2025 Q2	$80,000 Programming & Support Services	$30,000 Programming & Support Services	30,000	Reimbursement	$814,375
2025 Q3					
2025 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/15/22 #33 [Link] and slides, attached hereto**

Urbana School District Alternative Education Center (USDAC)

City of Urbana ARPA Executive Summary for Case ID 30286

Overview

Urbana School District is developing a restorative, therapeutic program alternative focusing on the whole child through an equity-centered wrap-around, social-emotional, trauma-informed service delivery model. ARPA funds will be designated for building renovations, repairs, and technology improvements to refurbish the alternative learning spaces to address the following City of Urbana ARPA Goals:

1. Improve accessibility of public recreation space and youth programming
2. Increase support for community violence interventions
3. Increase job training and placement opportunities

The Problem/Need

USD116 and the City of Urbana have seen firsthand the direct results of gun violence and its impact on our students, families, and community. This project will support our youth, deal with the root causes of gun violence, and find creative ways to repair the harm in our community. In December 2021, Urbana was identified by the Office of Firearm Violence Prevention as one of 15 Illinois municipalities with the greatest concentration of firearm violence victims. Based on shots fired maps from January 2021 to May 2022, our programming and violence prevention efforts will focus on students in the three most impacted areas: the ML King Neighborhood, Silver & Vawter/Yankee Ridge, and Lierman/Prairie/Dr. Preston Williams Jr. While our District focuses on programming for all students, ARPA-funded programming will focus on our students of color, with a greater emphasis on our African-American students who primarily make up these three neighborhoods.

The Solution

ARPA funds will support our alternative center as a pre-emptive restorative resource space for students in grades 6-12. We envision this space as a collaboration between USD116, the City, and community partners to enhance youth development and mitigate the academic and social skills lost during the pandemic through intervention and prevention. The focus is to prevent behaviors that require suspensions, both in-school and out-of-school, and future expulsions by substituting with these keys to success:

- Connections with mentors and building relationships with trusted adults
- Culturally responsive learning opportunities to develop a sense of belonging, a positive understanding of racial identity and self, and a strengthening of individual character and integrity
- Active engagement of students in Restorative Practices to grow their conflict resolution skills
- Employment training, job hiring with community businesses, financial literacy, and entrepreneurship
- Community service opportunities to build ownership, pride, and a sense of community belonging
- College and career readiness by completing interest inventories to develop successful post-high school plans and utilize non-traditional teaching methods for student success for middle and high schoolers

Funding and Sustainability

If awarded, ARPA funding will allow us to fully occupy the new alternative center space and make the building accessible and inviting to our youth. The funds requested are primarily one-time costs for renovating and remodeling the facility. The District is taking on the recurring costs of cleaning, security, utilities, maintenance, and basic upkeep of the building for years to come. We also cannot utilize other state and federal grants and other funding sources to remodel spaces not designated as actual school attendance centers (i.e., a traditional school building). The ARPA funds also ensure we have funding for future trauma intervention groups.

Once we have exhausted our ARPA fund allocations, we will assess our current success rates and evaluate the need to continue looking for other funding sources to maintain those most successful and impactful areas in improving student outcomes and refocusing students away from gun violence incidents in the community. We anticipate being able to promote many student and family success stories throughout these next three years!

A. Organization Information

Completed by jivory-tatum@usd116.org on 11/16/2022 8:37 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

A. Organization Information

Please provide the following information.

A.1. Organization Name
Urbana SD 116

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Jennifer

Last Name
Ivory-Tatum

A.4. Mailing Address
1101 E. University Ave, Suite B Urbana, IL 61802

A.5. Phone Number
(217) 384-3636

A.6. Email Address
jivory-tatum@usd116.org

B. Project Details

Completed by jivory-tatum@usd116.org on 11/16/2022 8:34 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

B. Project Details

Please provide the following information.

B.1. Project Name
Urbana School District Alternative Education

B.2. Requested Funding Amount
$850,000.00

B.3. Project Start Date
06/01/2022

B.4. Project Completion Date
12/20/2025

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☑ **Improve accessibility of public recreation space and youth programming**
- ☑ **Increase support for community violence interventions.**
- ☐ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☑ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
We are developing a restorative, therapeutic program alternative focusing on the whole child through an equity-centered wrap-around, social-emotional, trauma-informed service delivery model. ARPA funds will be designated for building renovations, repairs, and technology improvements to refurbish buildings for our alternative programming and the wraparound services and intervention supports for the program.

We envision this space as a collaboration between USD116, the City, and community partners to enhance youth development and mitigate the academic and social skills lost during the pandemic. USD hopes that through the relationships built with students and families and the therapeutic and restorative approaches used, we will collaboratively reduce gun violence in our community through intervention and prevention. We are committed to

breaking the cycle of gun violence in the community by implementing systems to support youth at an earlier age re-engaging those struggling with the traditional school model in grades 6-12.

Programs will operate during the school year and summer and house the District's Freedom School Program, open Monday-Thursday after school, with priority enrollment for low-income students of color, struggling to earn credits towards graduation, with a history of behavioral issues in school, legal issues in the community, and ties to community violence through self or family.
This renovated space will provide anti-violence youth programming and job training opportunities while directly impacting community violence for students in grades 6-12 who may be immediately involved or involved through family members or friends. We can build our community resiliency together through a trauma-informed approach. As a District, we are not looking for a cookie-cutter, one-size-fits-all solution or program but a "trauma-informed" approach involving a complete paradigm shift from deficit thinking to trauma-informed practices within our community.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Community Violence Interventions - 1.11

B.8. How does this project address needs that are not already met by existing local services?
USD116 has seen firsthand the direct results of gun violence and its impact on our students, families, and community. This project will support our youth, deal with the root causes of gun violence, and find creative ways to repair the harm in our community.

ARPA funds will support our alternative center as a pre-emptive restorative resource space where students can go if they need time to refocus or reset before returning to class and attend academic learning sessions and receive SEL services. The focus is to prevent behaviors that require suspensions, both in-school and out-of-school. We will bring mentors into the alternative center's programs to help students develop more of their self-greatness capacity and address students' emotional and academic needs.

Violence prevention will be addressed by using and actively engaging students in Restorative Practices to grow their conflict resolution skills. Employment training and job hiring with community businesses will provide students with the skills and the vision to see themselves as self-sufficient adults that can manage their lives beyond and outside of school. The Urbana Freedom School (UFS) educational team will create pathways to success and service so students reach the goals they have set and be able to see themselves contributing to the community rather than as a victim of their surroundings. We will provide an alternative learning environment where a student can fill in learning gaps, regain lost credit, and learn vital academic skills that will assist them in participating in a traditional school program more prepared for learning. This program intends to keep young adults engaged in activities until early evening with the thought that if they complete schoolwork in an alternative program while involved in evening activities, that provides an age-appropriate alternative to the problems they might encounter returning home in the early evening.

C. Project Information

Completed by jivory-tatum@usd116.org on 11/16/2022 9:01 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
In December 2021, Urbana was identified by the Office of Firearm Violence Prevention in the Illinois Department of Human Services as one of 15 Illinois municipalities with less than 1,000,000 residents with the greatest concentration of firearm violence victims. The locations were identified by the volume and per capita rate of fatal/non-fatal firearm-shot victims in each city from 2016 through 2020. Urbana was ranked 9th in the top 10 cities with the highest rate of victims per capita, with over 35,000 residents and less than 1,000,000 in population.

Based on shots fired maps from January 2021 to May 2022, we will focus our programming and violence prevention efforts on students most impacted in these areas:
1. Northwest Urbana, bounded by University Ave., Wright St., Bradley Avenue, Lincoln Ave. (King Neighborhood)
2. Southeast Urbana, anchored by the Philo Road Corridor from Washington St. to Windsor Road. - (Silver & Vawter Neighborhood/Yankee Ridge)
3. East Central Urbana, anchored by the Washington St. Corridor from Philo Road to approximately Smith Road - (Lierman Neighborhood/Dr. Preston Williams)

While our District focuses on programming for all students, ARPA-funded programming will focus on our students of color, with a greater emphasis on our African American students who primarily make up these three neighborhoods.

The evidence of need and resources are based on the comprehensive data review conducted by the USD116 Team. Champaign County Developmental Disabilities Board and Champaign County Mental Health Board conducted a community needs assessment in 2021. Data points to a nationwide 7% increase in aggravated assaults, a 22% increase in gun assaults, and a 24% increase in homicides across the US by March of 2021. In 2021, there were 341 shooting incidents, up from 189 in 2020 and 100 in 2019 (Victory Over Violence with United Way, 2022). In fact, the ten murders in Urbana in 2021 resulted from gunfire. (News-Gazette, 2021)

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
While we have seen recent 2022 declines in shootings, IDHS still ranked Urbana 9th in the top 10 cities with the highest rate of firearm violence victims per capita for cities with over 35,000 residents and less than 1,000,000 in population. We see an increase in community violence incidents being transferred into the behavioral data at Urbana High School (UHS) and Urbana Middle School (UMS). Last year, UHS had 263 incidents that involved suspension, and UMS had 558. A key takeaway from the suspension data is at UHS, 82% of the suspensions were students of color, 71% Black, and 11% Hispanic. At UMS, 75% of the suspensions involved students of color, 68% Black, and 7% Hispanic.

We recognize these disparities and are confident this programming will improve in-school learning opportunitie our students of color.

It is also important to note that the community needs assessment conducted by Champaign County exposes vulnerabilities in the system, such as increased concerns about housing and financial stability. USD116 saw an increase in our homeless population in 2020 & 2021, with slight improvements in 2022; however, many of our families still meet the Asset Limited, Income Constrained, Employed (ALICE) standard. Families that meet the ALICE standard need academically focused support and safety-ensuring after-school programs. 69% of our students are low-income compared to 47% for the state, which includes 35% Black and 16% Hispanic at UHS while 40% Black and 16% Hispanic at UMS. Last year, we experienced an increase in our dropout rate, with 15% of Black students dropping out compared to a 5% state average. We have experienced an increase in chronically truant students, with 33% of our students being chronically absent, with 47% being Black students. All demographic data points to a significant need for non-traditional methods to improve outcomes for our low-income students of color. This new alternative programming will make a difference for these students.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
USD116 is partnering with the City of Urbana to sponsor a full-time position to support our middle and high school students. The position is called a Student, Family, Community Involvement Specialist, and the City is sponsoring the position via an ARPA application. This new hire will work directly with students and parents of families most impacted by gun violence, either directly or indirectly. They will also work with staff at both schools to recruit students for the programs and monitor their progress. This position will be housed at the new Urbana Alternative Education Center on Vine St. The costs will be approximately $72,000 per year for the next three years.

City of Urbana Tax Increment Financing - $150,000/yr.

City of Urbana Shared SRO contract costs. We are currently in year one of a three-year agreement.

USD116 students received financial support from the Champaign County Community Coalition by way of the County Board for summer youth employment stipends for Urbana High School students.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The stated expenses for the project were determined from estimates and/or invoices based on previous similar programming administered by the District and by construction quotes solicited from contractors, community partners, and service providers.

Priority - Building Renovation Construction Costs
General Maintenance (i.e., ceiling tiles replacement, HVAC, water heater)
Flooring remediation - Asbestos Tile and damaged flooring
Flooring replacement - carpet
Drywall - new, replacement, and repaired
Painting labor and supplies (interior & exterior)
Bathroom (repair and upgrades)
Electrical and Lighting (repairs and upgrades)
Alarm & Fire Alarm System

Fire Code Compliance (i.e., interior and exterior doors, panic door bars) -
ADA Compliance (entrance ramps, handrails, parking, etc.)
Concrete improvements - ADA accessibility
Signage
Outdoor wireless access points, Community WiFi, Guest network
Configuring EduRoam to allow community WiFi access
Horizontal boring under Vine Street for networking and phone system
Consolidated Communications Phone system
Improved cell reception
2-way radios for security and communication with secondary campus (4)
2-way radio programming and connection with repeater

Total = $512,000

Secondary Support - Wraparound and Intervention Programming and Supports Services for future years
Youth Family Peer Alliance Intervention Groups - $25,000 for SY 2023-2025 (Professional Services)
CU TRI, Inc. Trauma Informed Groups - $40,000 for SY 2023-2025 (Professional Services)
CU TRI, Inc. Screening and Assessments - $50,000 for SY 2022-2024 (Professional Services)
Reconstruction Curriculum - online culturally relevant courses - $60,000 for SY 2023-2025 (Supplies)
Student Stipends for credit recovery, youth employment, trade certifications - $60,000 for SY 2023-2025 - (Personnel)
Yellow Bus transportation costs for middle schoolers - $30,000 (Supplies)
Activity Bus for students - $73,000 (Supplies)

Total = $338,000

Grand Total = $850,00

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The requested funding is estimated to be sufficient to cover the initial costs to renovate the facility and maintain the current levels of wraparound and intervention programming for future years, as outlined by the ARPA timeline. Any unforeseen overages due to increases in manufacturing and construction costs or professional services/interventions will be supplemented by District funds.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
Once we have exhausted our ARPA fund allocations, we will assess our current success rates and evaluate the need to continue looking for other funding sources to maintain those areas deemed most successful and impactful in improving student outcomes and refocusing students away from gun violence incidents in the community. We anticipate being able to promote many student and family success stories throughout these next three years!

Most of the funding we have requested allowed us to occupy the new alternative center space and make the building accessible and inviting to our youth. The funds requested are primarily one-time costs for renovating and remodeling the facility. The District is taking on the recurring costs of cleaning, security, utilities, maintenance, and basic upkeep of the building for years to come. The ARPA funds are essential to the success of the programming and support provided because our district funds have been allocated for multiple years of district facility upgrades for other building projects. We also cannot utilize other state and federal grants and other funding sources to remodel spaces not designated as actual school attendance centers (i.e., a traditional school building).

The ARPA funds also ensure we have funding for future trauma intervention groups. This year we secured a Restore, Reinvest, Renew (R3) grant from the State of Illinois and an Illinois State Board of Education Freedom School Grant to fund our ongoing work with our community partners (i.e., CCCC, CU Tri, and the Alliance). Unfortunately, none of this funding is guaranteed beyond the 2022-23 school year. At the completion of the three-year ARPA grant cycle, we hope to have secured other grant funds to continue on-site interventions and non-traditional programming for many years to come.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?

The District currently partners with CU Trauma and Resilience Initiative, Inc. The mission of this non-profit organization is to educate and promote healing and resilience in individuals, families, organizations, and communities while advocating for justice and equity for all, recognizing trauma as having physical, social, emotional, financial, and spiritual impacts. Our students and families will benefit from their trauma-informed intervention-based groups that focus on teen resiliency, peer mediation, and improving conflict resolution skills. C-U TRI is starting its work with students in grades 6-12.

The District will also partner with the Youth and Family Peer Support Alliance. The Alliance will conduct weekly psychoeducational, therapeutic intervention groups for middle and high school girls designed to explore the many facets of the emerging female adolescent identity while fostering a high level of self-esteem. The goal is to help equip group members with a toolbox of new skills to aid them as they continue on their path to adulthood. In this therapeutic atmosphere, members learn to identify and voice their own needs, realize similarities and differences, form connections with others, and practice new skills in an environment of inclusion and respect.

The District has a long-standing partnership with the Champaign County Community Coalition (CCCC). This organization provides mentors, civic engagement opportunities, and local speakers on relevant racial justice and equity topics. We are currently working with CCCC to expand our youth employment programming to a year-long model instead of a summer focus. The plan is to start with members of the Self-Made Kingz and Urbana Freedom School students. The CCCC comprises local government, school districts, law enforcement, park districts, community leaders, and community organizations that come together to address Champaign-Urbana's most important social and economic issues.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The District utilizes a commercially available accounting system for administering, managing, and dispersing grant funds, receipts, and expenditures to ensure compliance with Federal, State, and Local grant activities. The District has decades of experience with accounting for Federal, State, and local grant funds.

All programming will be overseen by the Superintendent or the Superintendent's designee - - the Executive Director of Secondary and Alternative Programs, the Director of Facilities, or the Chief Information Officer. All of these administrators have the extensive knowledge and experience necessary to be able to maintain the funding, expenditures, and programming as outlined in this application.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?

Data metrics include pre-and post-assessment data, increased improvement in academic achievement (NWEA-MAP scores), class grades, Panorama social-emotional data, discipline data (i.e., referrals, in and out-of-school suspensions), staff survey feedback, and attendance at traditional school.

Portfolio data will include the number of community service hours completed, meetings with mentors, family participation in scheduled events, completed credit recovery programs, work skill/trade certifications, and the graduation rate of students enrolled in this program. We will collect the number of students who pursue post-secondary paths, either through college enrollment or entrance into a trade program or work experience.

With its wrap-around, individualized non-traditional services, this program will allow high-hope students and their families to learn to navigate the complexities of a system different from what they have always known. We envision this program as an opportunity to reach the most challenging, traditionally unresponsive students and work with them to create a non-violent vision for their future and develop relationships that will get them to that future. While our existing traditional and after-school programs help students resist violence, this non-traditional program will involve students who have already experienced or been impacted by violence. Violence prevention will be addressed by actively engaging students in restorative practices to improve their conflict resolution skills. Employment training and youth employment with community businesses will provide students with the skills and the vision to see themselves as self-sufficient adults that can manage their lives beyond school. The USD116 educational team will create pathways for success where the students develop and determine how to reach their goals and see themselves contributing to the community rather than as victims of their surroundings; authentic civic engagement is the goal.

C.10. Please describe any other COVID relief funding that your organization has received.

COVID(4998) relief funding received by the district to date and expenditures include:
Elementary and Secondary School Emergency Relief Grant(ESSER) - $1,448,831
Sal-Bens for Paraprofessionals/Learning Coordinator/Site Supervisor/Health Service/Custodial staff
Digital subscriptions/Chromebooks/Laptops
Materials, supplies, and signage
Planning and Research Stipends for learning recovery

Elementary and Secondary School Emergency Relief Fund II (ESSER II) - $6,262,920
Classroom furniture
Sal-Bens Nurse/COVID Testers/Technicians/Custodial Staff
COVID Testing Supplies and PPE
Instructional Planning Stipends
Construction: Classrooms & Band Room, Two portable classrooms UMS
Outdoor Courtyards - UHS & UMS; and tents(all buildings)
Air Purifiers for all rooms in all buildings
Security cameras, wireless access points, and thermal imaging cameras

LEA American Rescue Plan (ESSER III) - $14,469,686
Summer School and After School Programs, Supplies, and Staffing
Digital Subscriptions/Teacher laptops
Sal-Bens SEA/CCR Counselor/Nurses/COVID Testers/CPs/Technicians/Custodians
Sal-Bens Assessment Coordinator/Assistant Principal/Directors
Antigen Testing Materials and PPE
Stipends for curriculum planning, training, and staff referrals
Transportation

ARP-McKinney-Vento Homeless - LEAs - $83,043

Technology
Transportation
Homeless Case Manager
Household Needs
Temporary Housing

District-Led High Impact Tutoring - $259,066
Curriculum, materials, and training
Sal-Bens staff for after-school programs

Freedom Schools - $350,000
Sal-Bens for Coordinator, teachers, and staff
Chromebooks & Supplies
Sal-Bens for Restorative Justice Facilitator and Mental Health Professionals
Stipends

ARP - Early Childhood(FY21) - $80,444
Sal-Bens for staff
Materials and supplies

ARP - Early Childhood(FY22) - $27,250
Sal-Bens for Summer Programming Staff
Materials and supplies for summer programming

ARP - IDEA - $222,647
Sal-Bens for Behavioral Specialist Position
Materials

D. Project Budget

Completed by jivory-tatum@usd116.org on 11/16/2022 8:40 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Construction Costs	$512,000.00
Supplies - Supplies necessary to deliver the services performed	$163,000.00
Professional Services - Legal financial or other professional service costs	$115,000.00
Personnel - Salary and benefits for personnel delivering the services	$60,000.00
	$850,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	512000
2023	205500
2024	66250
2025	66250
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by jivory-tatum@usd116.org on 11/16/2022 9:07 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

LoS for USD116's ARPA Application.pdf
CCCC LOS USD116.pdf
City of Urbana ARPA Support Letter - TRI -11-15-22.pdf

Submit

Completed by jivory-tatum@usd116.org on 11/16/2022 9:14 PM

Case Id: 30286
Name: Urbana School District Alternative Center - 2022
Address: 1101 E. University Ave, Suite B

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Jennifer Ivory-Tatum
Electronically signed by jivory-tatum@usd116.org on 11/16/2022 9:14 PM

Today's Date
11/16/2022

Youth & Family Peer Support Alliance

November 14, 2022

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

RE: City of Urbana American Rescue Plan (ARPA) Support for Urbana School District 116

The Youth & Family Peer Support Alliaance supports the Urbana School District 116's application for City of Urbana American Rescue Plan funding. This funding opportunity will provide Urbana School District and the Urbana community with a unique opportunity to offer a wide range of youth intervention programming and services to our high hope youth in grades 6-12 (i.e., ages 11-18) most connected to community violence and at risk of harming someone or being harmed by firearm violence.

The Youth & Family Peer Support Alliance looks forward to our continued partnership with Urbana SD116 and commits to participating and contributing to Urbana School District's plans to address the Urbana ARPA Funding Goals **to improve accessibility of youth programming** and **increase support for community violence interventions**, by including but not limited to:

- **Student Groups:** a relationship-based program to support one-to-one, group, and peer intervention groups with a focusing on trauma, social-emotional, or social skills development.
- **Caregiver involvement:** programming for parents, guardians, or caregivers to participate in activities that strengthen their adult/child bonds and community involvement and include wraparound services for families
- **Life Skills:** programming that develops healthy and pro-social skills, expands child, youth, and young adult opportunities to try new skills and develop new interests through sports, cultural activities, artistic exposure, peer youth mediation skills, and trauma-informed intervention groups.
- **Employment Readiness and Skill Development:** includes educating and preparing participants for employment, developing their "essential employability skills," job placement assistance, financial literacy classes, and working with Laborer's unions and tradespeople on career opportunities.

Urbana School District's request for City of Urbana ARPA funding has our community-wide support. This programming will offer safe, culturally relevant, and violence prevention programming and open opportunities during the school day, after school, and in the summer to some of our most vulnerable students connected to community violence.

Sincerely,

Regina Crider

Regina Crider
Executive Director

Attachment A - Section 2.2

walk as one
a community moving forward together

Equity and Engagement Department
102 N. Neil Street
Champaign, IL 61820
Telephone: (217) 403-8830
Fax: (217) 403-8835
champaigncommunitycoalition.org
Facebook: @Walkasone

November 14, 2022

City of Urbana

400 South Vine Street

Urbana, IL, 61801

RE: City of Urbana American Rescue Plan (ARPA) Support for Urbana School District 116

The Champaign County Community Coalition supports the Urbana School District 116's application for City of Urbana American Rescue Plan funding. This funding opportunity will provide Urbana School District and the Urbana community with a unique opportunity to offer a wide range of youth intervention programming and services to our high hope youth in grades 6-12 (i.e., ages 11-18) most connected to community violence and at risk of harming someone or being harmed by firearm violence.

The Champaign County Community Coalition looks forward to our continued partnership with Urbana SD116 and commits to participating and contributing to Urbana School District's plans to address the Urbana ARPA Funding Goals **to improve accessibility of youth programming** and **increase support for community violence interventions**, by including but not limited to:

- **Student Groups:** a relationship-based program to support one-to-one, group, and peer intervention groups with a focusing on trauma, social-emotional, or social skills development.
- **Caregiver involvement:** programming for parents, guardians, or caregivers to participate in activities that strengthen their adult/child bonds and community involvement and include wraparound services for families
- **Life Skills:** programming that develops healthy and pro-social skills, expands child, youth, and young adult opportunities to try new skills and develop new interests through sports, cultural activities, artistic exposure, peer youth mediation skills, and trauma-informed intervention groups.
- **Employment Readiness and Skill Development:** includes educating and preparing participants for employment, developing their "essential employability skills," job placement assistance, financial literacy classes, and working with Laborer's unions and tradespeople on career opportunities.

Urbana School District's request for City of Urbana ARPA funding has our community-wide support. This programming will offer safe, culturally relevant, and violence prevention programming and open opportunities during the school day, after school, and in the summer to some of our most vulnerable students connected to community violence.

Sincerely,

15 November 2022

To the City of Urbana
400 South Vine Street
Urbana, IL, 61801

RE: City of Urbana American Rescue Plan (ARPA) Support for Urbana School District 116

The Trauma & Resilience Initiative Inc. (TRI) supports the Urbana School District 116's application for City of Urbana American Rescue Plan funding. This funding opportunity will provide Urbana School District and the Urbana community with a unique opportunity to offer a wide range of youth intervention programming and services to our high hope youth in grades 6 12 (i.e., ages 11 18) who are most connected to community violence and at risk of harming someone or being harmed by firearm violence.

The Trauma & Resilience Initiative looks forward to our continued partnership with Urbana SD116 TRI is committed to participating with and contributing to Urbana School District's plans to address the Urbana ARPA Funding Goals **to improve accessibility of youth programming** and **increase support for community violence interventions**, by including but not limited to:

- **Student Groups:** A relationship based program to support one to one, group, and peer intervention groups with a focusing on trauma, social emotional, or social skills development.
- **Caregiver involvement:** Programming for parents, guardians, or caregivers to participate in activities that strengthen their adult/child bonds and community involvement. This includes wraparound services for families.
- **Life Skills:** Programming that develops healthy, pro social skills; expands child,/youth/young adult opportunities to try new skills and develop new interests in sports, cultural activities, and artistic exposure; teaches peer youth mediation skills; and/or offers trauma informed intervention groups.
- **Employment Readiness and Skill Development:** includes educating and preparing participants for employment, developing their "essential employability skills," job placement assistance, financial literacy classes, and working with Laborer's unions and tradespeople on career opportunities.

TRI has been working to improve our community's understanding of trauma and increase the community's capacity to be trauma informed. It is well documented that trauma informed schools, organizations, and communities are safer, healthier, and more resilient and subsequently have improved outcomes across the board on the wellness of the community at large. TRI currently has funding from the City of Champaign to provide trauma informed and trauma specific mental health, social skill and wellness activities to youth, families, seniors and neighborhoods impacted by community violence.

TRI looks forward to continuing to partner with Urbana Unit 116 schools and the funding will allow TRI to expand its services to address the need of students and families in Urbana including access to culturally relevant trauma specific groups, interventions and mental health supports. TRI will also continue to provide trauma informed training, technical assistance, and consulting to Urbana Schools when requested. Additionally, TRI will provide support and assistance for families with complex needs by connecting them with trained mental health supporters and clinicians who can provide screening, assessments, individual and group based interventions; and provide community based wrap around plans.

Urbana School District's request for City of Urbana ARPA funding has our community wide support. This programming will offer safe, culturally relevant, and violence prevention programming while creating new opportunities during the school day, after school, and in the summer to some of our most vulnerable students connected to community violence.

Sincerely,



Karen C. Simms, MAMFT, LMHC
Executive Director
Trauma & Resilience Initiative, Inc.
1905 N. Cunningham Ave. 303B
Urbana, IL 61802
EIN: 83 4473502
217 931 9971

The Trauma & Resilience Initiative Inc. is a not for profit whose goal is to engender resilient communities through the adoption of trauma informed practices, policies and procedures at all levels of a community which, in turn, further enables justice at all levels. It accomplishes these goals through conducting and offering education and training on trauma and trauma informed care: advocating for trauma informed policies procedures and practices; and developing a culturally responsive, community-based violence response model.

URBANA SCHOOL DISTRICT #116

Urbana School District Alternative Center

Presented to the Urbana City Council

December 15, 2022

What will be the lasting impact after ARPA funds run out?

For students most impacted or connected to gun violence that participate in Alternative Education Center activities or programming:

- **An increase in proficiency and growth in academic areas and credit acquisition and recovery to high school graduation**
- **An increase in parent and community engagement for impacted families**
- **An increase in personal and civic engagement in the Urbana Community**
- **An increase in entrepreneurial opportunities and workforce readiness skills**
- **An increase in financial literacy skills**

What will be the lasting impact after ARPA funds run out?

For students most impacted or connected to gun violence that participate in Alternative Education Center activities or programming:

- **A decrease in gun-related shooting incidents**
- **A positive impact on discipline events at our secondary schools (i.e. decrease in suspensions, expulsions, out of class referrals)**
- **An improvement in the use of restorative practices**
- **Development of conflict resolution and coping skills**
- **An improvement in social-emotional and mental health stability**
- **A decrease in the number of legal infractions and interactions with the police**

Why is this project the best use of City ARPA funds?

- Strengthens the partnership between the City and the School District
- Safe space for youth and families most vulnerable to gun violence
- Therapeutic and collaborative environment for changing youth outcomes for improved post-secondary trajectory
- Year-round space to bring the community together for change, using local resources for trauma informed counseling and practices
- Community members, business owners, and tradespeople providing mentoring and work-based skills training
- Authentic civic engagement included in the overall experience

Use of funds in accordance with federal guidelines and results over time

- One time construction/renovation costs; District is absorbing all current and future recurring expenses
- Tangible and concrete project with permanent final goal
- Decades of experience successfully managing Federal/State/Local grant funds and established protocols for demonstrating fiscal responsibility
- Oversight will be provided by Superintendent or their designees
- Improvements will support youth programming, provide community violence interventions, incorporate mental health services through community partnerships, job training and work experience, and infrastructure for health safety, plus improving the future resilience of the community

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (URBANA SCHOOL DISTRICT 116: ALTERNATIVE EDUCATION)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Urbana School District Alternative Education* by Urbana School District 116 was allocated $814,375 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $814,375 in ARPA SLFRF funds, for the purpose of *Urbana School District Alternative Education*, performed by Urbana School District 116, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

INTERGOVERNMENTAL AGREEMENT FOR STUDENT, FAMILY, AND COMMUNITY ENGAGEMENT SPONSORSHIP BETWEEN THE CITY OF URBANA AND URBANA SCHOOL DISTRICT 116

THIS AGREEMENT is made and entered by and among the City of Urbana, Illinois ("City") and the Urbana School District 116 (hereinafter collectively referred to as "the Parties"), effective on the last date signed by a Party hereto.

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

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Urbana School District 116 is a school district in Urbana, Illinois; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in sponsoring a Student, Family, and Community Engagement Specialist position to work in Urbana High School.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose and Scope: The Parties agree that improving accessibility of public recreation space and youth programming and increasing support for community violence interventions are important. The purpose of this Agreement is for the City to provide ARPA Funds to Urbana School District 116 for Student, Family, and Community Engagement Sponsorship.

Section 2. Funding Amount: The City, subject to the terms and conditions of this Agreement, hereby agrees to provide ARPA Funds in the amount of up to $143,334 to Urbana School District 116 for Student, Family, and Community Engagement Sponsorship.

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

A. Urbana School District 116 shall conduct activities for Student, Family, and Community Engagement Sponsorship, as detailed in Attachment A.

B. The project must occur between April 1, 2022 and June 30, 2026.

C. The maximum amount of assistance from this Agreement shall be $143,334.

D. Urbana School District 116 must provide reporting information to the City as required in Section 4.

E. The City shall transfer ARPA Funds to Urbana School District 116 in an amount up to $143,334 in support of this assistance, available beginning in City fiscal year 2023. The transferred funds shall be provided to Urbana School District 116 on a quarterly reimbursement basis, based on invoice(s) for personnel costs. A Risk Assessment Form, copy of the invoicing and documentation for personnel costs, and Reporting Form shall be submitted by Urbana School District 116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. For all subsequent payments, Urbana School District 116 shall submit a copy of invoice and related documentation, along with submission of a Reporting Form by Urbana School District 116 to the City for each additional payment, with a maximum total amount of $143,334. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District 116.

F. Urbana School District 116 shall work towards and report on all *Key Objectives and Measurable Outcome*s provided in Attachment A.

Section 4. Roles and Responsibilities of Urbana School District 116: Urbana School District 116 agrees to adhere to funding requirements and provide information needed that include the following:

A. Urbana School District 116 shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to the Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

B. Urbana School District 116 shall adhere to all applicable State and Federal requirements regarding labor standards for the project(s), including 2 CFR 200, Appendix II; 40 U.S.C. 3702 and 3704; and 29 CFR Part 5.

C. Urbana School District 116 shall complete Student, Family, and Community Engagement Sponsorship with ARPA Funds in accordance with Section 3.

D. Urbana School District 116 shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include but is not limited to: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of individuals served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project

E. Urbana School District 116 shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Urbana School District 116. Urbana School District 116 shall make reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

F. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Urbana School District 116 understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

G. Urbana School District 116 shall comply with all applicable statutes, ordinances, and regulations. Urbana School District 116 shall not use any of these ARPA Funds for lobbying purposes. If it is determined by the City that any expenditure made with ARPA Funds provided under this Agreement is prohibited by law, Urbana School District 116 shall reimburse the City any amount that is determined to have been spent in violation.

Section 5. Roles and Responsibilities of the City:

G. The City shall provide ARPA Funds to Urbana School District 116 in an amount up to $143,334 in support of this assistance. The transferred funds shall be provided to Urbana School District 116 in quarterly reimbursements. A Risk Assessment Form, copy of the invoicing and documentation for Student, Family, and Community Engagement Sponsorship, and Reporting Form shall be submitted by Urbana School District 116 to the City prior to the first payment; followed by invoicing, documentation, and Reporting Form for all subsequent payments. The City shall provide the Risk Assessment Form and Reporting Form templates to Urbana School District 116. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

H. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

Section 6. Mutual Collaboration: This project is a mutual collaboration between the City and Urbana School District 116. The City and Urbana School District 116 shall work collaboratively throughout the project, both in planning and implementation. This includes interviewing and selecting program staff, defining objectives and evaluating success, and outlining and making adjustments to program activities as necessary.

Section 7. Primary Contact: The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA Reports and regulations. The RPC shall also serve as the City's primary contact with the Urbana School District 116 unless the City directs otherwise in writing.

Section 8. Term and Termination: This Agreement shall commence upon its execution between the Parties. This Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Urbana School District 116 shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Urbana School District 116 does not spend the ARPA Funds in accordance with the regulations and

requirements specified in this Agreement, Urbana School District 116 shall be required to repay the City in the amount of ARPA Funds that are utilized incorrectly.

Section 9. Timeliness. Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture. Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Urbana School District 116. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

Section 10. Amendments: This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

Section 11. Limitation of Liability: Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

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

THE CITY OF URBANA, ILLINOIS **URBANA SCHOOL DISTRICT 116**

By: _____ By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

_____

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The Self Made Kingz program was developed to provide support and behavioral guidance, mentorship, social emotional learning opportunities, family-focused activities, and positive community experiences to a select group of middle and high school male students. The City of Urbana will use the ARPA funding to support a Specialist/Mentor position at Urbana District 116 to support the absorption of the Self Made Kingz program into the district's Secondary Alternative/Inclusionary program to eliminate duplication of services and to strengthen the program's staff to student ratios. The sponsorship will allow for the School District/High School to combine internal and external programs to maximize student contact and engagement, while eliminating duplicative services. This position will start a Self Made Kingz program at the middle school level and start working with upper intermediate youth from elementary schools (4th or 5th grade). Currently, there are a couple of intervention groups happening in pockets at King, DPW, and Yankee Ridge Elementary schools with aspirations of becoming systemic programs. This position will help build a systemic entry into specific violence prevention interventions for students at a much younger age to disrupt potential involvement in street violence.

Key Objectives and Measurable Outcomes

- Number of students served
- Improved Student Outcomes
    - Decrease of violence/justice involvement
    - Consistent attendance (school and program)
    - Improved overall GPA
    - Decrease in truancy
    - Completion of program requirements
    - Improved relationship between school and families
    - Resource referrals and follow-up
    - Participation in outreach activities
- Program evaluation by the participants

Project Start Date: 4/1/23 **Project Completion Date:** 6/30/26

ARPA Funding

$143,334

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 65% of the amount requested in the application. This difference will be accounted for by reducing personnel expenses by $113,473.00 by eliminating 2022

Attachment A
Scope of Services

($41,806) and 2025 ($71,667) from the original general project budget of $256,807. This reduces expenses to align with the awarded grant funding amount of $143,334.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q1	Personnel 17,916.75	17,916.75	0.00	N/A	0.00
2023 Q2 (April, May, June)	Personnel 17,916.75	17,916.75	35,833.50	Reimbursement	35,833.50
2023 Q3	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	53,750.25
2023 Q4	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	71,667.00
2024 Q1	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	89,583.75
2024 Q2	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	107,500.50
2024 Q3	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	125,417.25
2024 Q4	Personnel 17,916.75	17,916.75	17,916.75	Reimbursement	143,334.00
2025 Q1	Personnel 17,916.	0.00	0.00	N/A	143,334.00
2025 Q2	Personnel 17,916.	0.00	0.00	N/A	143,334.00

Attachment A
Scope of Services

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/12/22 [Link] and slides, attached hereto**

Student, Family, and Community Engagement Sponsorship
Application number: 30337

Executive Summary

The City of Urbana is seeking American Rescue Plan Act (ARPA) funding to cover the cost of sponsoring a Student, Family, and Community Engagement Specialist position to work with Urbana High School African American male students. The sponsorship addresses the City of Urbana ARPA goals:

1. Improve accessibility of public recreation space and youth programming
2. Increase support for community violence interventions

City of Urbana's Self Made Kingz program was developed to provide support and behavioral guidance, mentorship, social emotional learning opportunities, family-focused activities, and positive community experiences to a select group of middle and high school male students. Transitioning the program the Urbana School District, the Student, Family, and Community Engagement Specialist will continue the focus of the Self Made Kingz program tenets, with an emphasis on students in grades 6-8, by adding an increased dedication of time, effort, and program activities

Forty percent of Urbana's population is under the age of 18. Urbana schools are the linchpin for all youth, regardless of life circumstances. Students attend Urbana schools to receive an education. Any initiative that will address the social issues within the city of Urbana must include Urbana School District 116 (USD). The sponsorship will strengthen and combine the City of Urbana and the Urbana School District's resources to optimize outreach and participant engagement. The Student, Family and Community Engagement Specialist position allows for a 100% student focused program, combining several Urbana School District programs that are currently operating in "pockets" throughout the district. The position will be responsible for coordinating a strategic effort to address student needs and violence prevention.

Working with students, specifically African American male students, the Student, Family, and Community Engagement Specialist position enhances the Self Made Kingz program through scaling up access to educational resources and networks that will impact the students beyond high school.

The ARPA funds will stabilize this piloted position for three years to ensure a successful transition of the Self Made Kingz program from the City of Urbana to the Urbana School District. The three-year term provides the Urbana School District a data collection period to determine the effectiveness of the position and to plan for the absorption of the position into the Urbana School District budget.

A. Organization Information

Completed by cmboyd@urbanaillinois.us on 11/8/2022 3:22 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

A. Organization Information

Please provide the following information.

A.1. Organization Name
City of Urbana, Illinois

A.2. Organization Type
Public Agency

A.3. Applicant Name/Point of Contact

First Name
Carla

Last Name
Boyd

A.4. Mailing Address
400 S Vine St. Urbana, IL 61801

A.5. Phone Number
(217) 384-2466

A.6. Email Address
cmboyd@urbanaillinois.us

A.7. Tax ID Number
376,000,524

A.8. UEI/DUNS Number
111,969,957

A.9. Illinois Secretary of State File Number

B. Project Details

Completed by cmboyd@urbanaillinois.us on 11/15/2022 2:10 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

B. Project Details

Please provide the following information.

B.1. Project Name
Student, Family, Community Engagement Sponsorship

B.2. Requested Funding Amount
$220,977.00

B.3. Project Start Date
12/01/2022

B.4. Project Completion Date
06/30/2026

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☑ **Improve accessibility of public recreation space and youth programming**
- ☑ **Increase support for community violence interventions.**
- ☐ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The Self Made Kingz program was developed to provide support and behavioral guidance, mentorship, social emotional learning opportunities, family-focused activities, and positive community experiences to a select group of middle and high school male students. The City of Urbana will use the ARPA funding to support a Specialist/Mentor position at Urbana District 116 to support the absorption of the Self Made Kingz program into the district's Secondary Alternative/Inclusionary program to eliminate duplication of services and to strengthen the program's staff to student ratios. The sponsorship will allow for the School District/High School to combine internal and external programs to maximize student contact and engagement, while eliminating duplicative services. This position will start a Self Made Kingz program at the middle school level and start working with upper intermediate youth from elementary schools (4th or 5th grade). Currently, there are a couple of intervention groups happening in pockets at King, DPW, and

Yankee Ridge Elementary schools with aspirations of becoming systemic programs. This position will help build a systemic entry into specific violence prevention interventions for students at a much younger age to disrupt potential involvement in street violence.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Addressing Educational Disparities: Academic, Social, & Emotional Services - 2.25

B.8. How does this project address needs that are not already met by existing local services?
The sponsorship will pay the salary and fringe benefits for a 3-year period for a Mentor/Specialist to work with students participating in the Secondary Alternative/Inclusionary program. The Secondary Alternative/Inclusionary program is a program with Urbana School District 116. The focus of the program is to work with African American male students by providing afterschool academic, social, and emotional support in a fraternal environment. Students will complete schoolwork, have group rap sessions, and opportunities to interact with appropriate male role models. Additionally, students will develop and work towards school completion goals and postsecondary career options.

C. Project Information

Completed by cmboyd@urbanaillinois.us on 11/15/2022 2:10 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Forty percent of Urbana's population is under the age of 18. Urbana's youth and violent crime are concentrated in two main areas, the Lierman neighborhood and the area surrounding Crystal Lake Park. Single-parent households are situated in the southeast and northwest areas of the city, which includes the two identified areas. The Center for Disease Control (CDC) developed a Social Vulnerability Index to assist in prioritizing resources in the event of a disaster. Urbana has several neighborhood areas that assess highest on the SVI. Champaign County Regional Planning Commission (RPC) developed a similar index which mimics the CDC SVI. That index is in agreement with the CDC findings but includes the Lierman neighborhood in its assessment. Urbana schools are the linchpin for all youth, regardless of life circumstances, students attend Urbana schools to receive an education. Any initiative that will address the social issues within the city of Urbana must include Urbana School District 116 (USD). Just one of these metrics would present a challenge for any student to be successful in school and post-secondary life. Urbana identified a student population who could benefit from participating in programs like the Self Made Kingz program. The city of Urbana is presenting an opportunity to partner with the Urbana School district to disrupt the impact these challenges have on student's education and life by absorbing the Self Made Kingz program into the Secondary Alternative/Inclusionary Programs through the Urbana School District to impact a greater number of students.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
The Urbana School District has been a strong partner for the Self Made Kingz program. The City of Urbana is requesting ARPA funds to support one fulltime Student, Family, and Community Support Specialist position at the USD Secondary Alternative/Inclusionary programs to scale up service provided by the Self Made Kingz program. The Urbana School District program provides holistic wraparound services for students to disrupt the cycle of violence. Particular emphasis will focus on students who live in the socially vulnerable areas identified by the CDC and RPC's Social Vulnerability Index. The Urbana School District has strengthened its programs to mindfully transition the Self Made Kingz program into their programs. The Student, Family and Community Support Specialist will also start a Self Made Kingz program at the middle school level and eventually start working with upper intermediate youth from elementary schools (4th or 5th grade). Currently, there are a couple of intervention groups happening in pockets at King, DPW, and Yankee Ridge Elementary schools with aspirations of becoming systemic programs. This position will help build a systemic entry into specific violence prevention interventions for students at a much younger age to disrupt potential involvement in street violence.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.

The Self Made Kingz program originally was staffed by the City of Urbana's Community Engagement Coordinator based in the City of Urbana Human Rights and Equity Office. Additional support was provided by the Champaign County Community Coalition and the Urbana School District to provide targeted support, training, and guidance to students who are more challenged within the Urbana School District. Currently, City of Urbana staff administers the program and is financially supported by the partners, with fiscal management provided by the Boys and Girls Club of Champaign County.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The ARPA funds will support one fulltime Program Specialist's salary and benefits for a 3-year period to work with the USD afterschool program and to complete weekly check-ins with identified students. The salary is in alignment with comparable salaries and cost of benefits for staff working in the program. Additional funds will be utilized to cover costs outside of program allowable costs.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The requested funding will provide the salary and benefits for on Student, Family, and Community Support Specialist for a 3-year period. The Urbana School District will provide additional program staff and funding to cover the cost of the program and its activities.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
At the end of the life of the grant the position will be evaluated to determine success with meeting the identified program goals. Based on this assessment, a financial responsibility decision will be made to determine if the position will be absorbed by the Urbana School District or dissolved.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
Yes, The Urbana School District will take over administrative and fiscal management responsibilities for the Self Made Kingz program through the Secondary Alternative/Inclusionary programs.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The Urbana School District is the educational governing body for Urbana, IL. The district has documented experience in administering and dispersing federal, state, and local grant dollars. The Secondary Alternative/Inclusionary Programs operates with the school district and is a required core department with the high school and middle school.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
Success of the program will be a measured by participant engagement which leads will include, but not limited to, decrease of violence/justice involvement, consistent attendance (school and program), improved overall GPA, decrease in truancy, completion of program requirements, improved relationship between school and families, resource referrals and follow-up, participation in outreach activities, and program evaluation by the participants.

C.10. Please describe any other COVID relief funding that your organization has received.

The Urbana HOME Consortium, consisting of the City of Urbana, City of Champaign, and Champaign County Regional Planning Commission has received $2,970,773 in HOME-ARP funding through the Department of Housing and Urban Development as part of the American Rescue Plan Act. This grant is intended to provide funding to reduce homelessness and increase housing stability across Champaign County. The City of Urbana administers the funds according to the HOME-ARP Allocation Plan.

The Urbana City Council approved taking a "standard allowance" of approximately $2.4 million in City of Urbana ARPA funds for revenue replacement, public safety expenses, COVID-related expenses such as PPE and testing, special census expenses, employee bonuses, and African American Heritage Trail sponsorship.

The City of Urbana also distributed several million dollars in state and federal COVID-relief funds to local businesses through several different programs.

D. Project Budget

Completed by cmboyd@urbanaillinois.us on 11/15/2022 2:29 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Personnel - Salary and benefits for personnel delivering the services	$256,807.00
	$256,807.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	41806
2023	71667
2024	71667
2025	71667
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by cmboyd@urbanaillinois.us on 11/8/2022 1:04 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

Student Family and Community Support Specialist.pdf

Submit

Completed by cmboyd@urbanaillinois.us on 11/15/2022 2:29 PM

Case Id: 30337
Name: Self-Made Kingz Sponsorship - 2022
Address: 400 S Vine St.

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Carla M. Boyd
Electronically signed by cmboyd@urbanaillinois.us on 11/15/2022 2:15 PM

Today's Date
11/15/2022

URBANA SCHOOL DISTRICT #116

TITLE: Student, Family, and Community Support Specialist

LOCATION: Urbana School District 116 Alternative Center (USDAC)

SUPERVISOR: Executive Director of Secondary Alternative/Inclusionary Programs, Assistant Director of Inclusionary Restorative Programs

JOB SUMMARY: The Student, Family, and Community Support Specialists will be responsible for working directly with our youth, families, and community partners to disrupt the cycle of violence, advocate for peace, and mentor youth/young adults while providing outreach and building relationships with people most involved in violence, and helping diffuse conflicts. They will utilize trauma-informed restorative practices, and positive behavior approaches. This position will serve as a liaison between the Urbana School District, our middle and high schools, the City of Urbana, and other community partners supporting the District's anti-violence initiatives.

ESSENTIAL FUNCTIONS: To perform this job successfully, an individual must be able to perform each essential function at a level of proficiency.

- Work closely with the Executive Director, Alt Ed staff, UMS and UHS administrators, and Administrative Team to establish and promote high standards and expectations of all students and staff for behavior and a positive school climate;
- Assist with the identification of students for program participation and manage the "Self Made Kingz program, and support other trauma-informed groups
- Train students in general workforce expectations and work directly with students to help them improve their workforce readiness skills
- Facilitate community service opportunities for students
- Meet directly with participating students on an ongoing basis to review behavior, attendance, and grades
- Engage students in group discussions and develop appropriate short and long-term goals
- Plan and host weekly meetings with participating students during or after the school day
- Plan and host quarterly check-ins with parents and school staff and end-of-year or end-of-summer student celebrations
- Maintain regular contact with parents/guardians, including but not limited to phone calls, written communication, attendance at parent meetings, or home visits when necessary
- Maintain regular contact with school staff, including teachers, staff, or specialists working directly with participating students
- Collect and analyze participating student data on an ongoing basis
- Serve as a resource to Urbana Middle and Urbana High School and other community partners
- Help identify "hot spots" and individuals and areas needing additional resources, services, and support.
- Develop relationships with individuals and groups in the community and assist with engagement, linkage, and encouragement with these resources

- Conduct outreach to the community (individually and as a team member) to build relationships with individuals, residents, businesses, and community groups
- Attend community outreach meetings to encourage community engagement in student's educational experiences (i.e., Community Coalition, AVC)
- Arrange tours of local colleges, businesses, work sites, and laborer unions to facilitate student exposure to future academic and career opportunities
- Participate in training, continuing education, and personal development
- Maintains confidentiality when involved with sensitive information requiring considerable use of tact, discretion, and judgment
- Maintain the confidence and privacy of individual students, staff, and families.
- Represents Urbana School District and the Anti-Violence Collective with various organizations, including the City of Urbana, Urbana Park District, Champaign County Community Coalition, CU Trauma and Resilience Team, and other community partners.
- Perform all other duties as necessary to the position and such other duties as may be assigned by the Superintendent of Schools or the Executive Director of Secondary Programs

MINIMUM QUALIFICATIONS

- High School Diploma or equivalent required
- Associate's degree or Bachelor's degree from an accredited college or university preferred
- Experience working with families and youth with emotional and behavioral needs preferred
- Minimum of five years of experience providing individual, family, and/or group therapy preferred
- Experience as a practitioner or specialist in an alternative education setting, social services, or mental health K-12 setting preferred
- Strong relationship with the communities served
- Ability to work with students ages 6-19 in an educational or community-based setting
- Experience working and relating with high need, "high hope" individuals
- Knowledge of and ability to connect with a culturally and linguistically diverse learning community
- Knowledge of youth issues, specifically youth violence and juvenile justice
- Must have strong communication and organizational skills
- Experience with conflict mediation
- Ability to effectively communicate, connect with, and motivate high-need, "high hope" individuals away from impulsive behavior that will lead to violence
- Ability to recognize situations that are beyond their limits and directs them to the appropriate person
- Ability to stay calm in response to emergencies
- Available to stay organized, document activities, and paperwork promptly
- Must possess a valid State of Illinois Driver's License or obtain one within the first 30-days of employment
- Must be able to work after the school day or evenings as work hours will be irregular and will require a flexible schedule

TERMS OF EMPLOYMENT: Grant funded - 12 Months; Salary is commensurate with education and experience. We are requesting a minimum 3-year commitment to the position.

EVALUATION: Performance of this job will be evaluated by the Executive Director of Secondary Programs in collaboration with the Assistant Director of Inclusionary Programs, principals at the middle and high schools, and the Superintendent of Schools

START DATE: October 17, 2022 - or earlier upon grant notification

NOTE: This position is not within the collective bargaining unit.

AN EQUAL OPPORTUNITY EMPLOYER

CREATED: September 2022

Student, Family, and Community Engagement Specialist Sponsorship

A Partnership between The City of Urbana

And

The Urbana School District

What will be the lasting impact of this project, after ARPA funds run out?

- Decrease in gun violence and verbal/physical aggression incidents for students most impacted by community violence
- Increase in conflict resolution and peer mediation skills
- Increased graduation rates of African American male students in the Urbana School District
- A student toolkit with identified resources and networks with a concerted effort on post-secondary life-span by strengthening/extending connections to post-secondary educational opportunities
- A dedicated position designed to strengthen the connection of students, families, and the community with the Urbana School District

Why would this project be the best use of City ARPA funds?

- Focuses on one of the major goals of the City of Urbana's funding goals by focusing on the immediate need to reduce gun violence in the city.
- Focuses on 6th -12th grade and beyond post-secondary education
- The position is an integral part of the Urbana School District's focus on providing alternative paths to street/gang violence for students.
- The work done through this position impacts the economic reality of the city by promoting workforce development in our youth…supports and educated citizenry
- Has the work provided by the position will have a ripple effect that impacts all areas of the community…services, business & industry, and education.
- By supporting this position, the City of Urbana strengthens their partnership with the Urbana School District

Use of funds in accordance with federal guidelines and demonstrable results in the required timeline

- The sponsorship is for a three and a half-year position, providing salary and benefits during the timeframe of September 2022 (wage recovery) through December 2025 in accordance with the Urbana School District's policies.
- The funding incorporates the summer interim term for bridge programming and engagement.
- The 3-year time period allows us time to see improvements in student success (i.e., graduation rate, grades, employment opportunities, job certifications, workforce skill development, etc.)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (URBANA SCHOOL DISTRICT 116: COMMUNITY ENGAGEMENT)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Student, Family, Community Engagement Sponsorship* by Urbana School District 116 was allocated $143,334 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $143,334 in ARPA SLFRF funds, for the purpose of *Student, Family, Community Engagement Sponsorship*, performed by Urbana School District 116, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND URBANA-CHAMPAIGN INDEPENDENT MEDIA CENTER FOR ACCESS IMC

This Subrecipient Agreement ("Agreement") is entered as of [DATE], by and between the Urbana-Champaign Independent Media Center, with an address of 202 S Broadway Ave #100 Urbana, IL 61801 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603©(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Urbana-Champaign Independent Media Center is a 501(c)3 Non-Profit Organization providing arts and media programming to the Urbana community; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in facility renovations for safety, accessibility, and increasing meeting space in the community.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for ACCESS IMC costs through the following understanding:

    a. **ACCESS IMC**: ACCESS IMC shall add an enclosed community meeting space with A/V technology and an optional kitchenette and shall also fund key safety and accessibility improvements. Safety and accessibility improvements include ensuring accessible bathrooms , improving ramp entrances, and covering asbestos flooring in the basement.

    b. **Project Scope**: Urbana-Champaign Independent Media Center shall perform the Scope of Services as defined in Attachment A

    c. **Funding**: The City shall transfer ARPA Funds to Urbana-Champaign Independent Media Center in an amount of up to $75,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Urbana-Champaign Independent Media Center must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Urbana-Champaign Independent Media Center's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Urbana-Champaign Independent Media Center in a fillable format.

2. Roles and Responsibilities of Urbana-Champaign Independent Media Center.

a. Urbana-Champaign Independent Media Center agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.

b. Urbana-Champaign Independent Media Center shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

c. Urbana-Champaign Independent Media Center shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

d. Urbana-Champaign Independent Media Center shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to ACCESS IMC may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.

e. Urbana-Champaign Independent Media Center shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Urbana-Champaign Independent Media Center and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Urbana-Champaign Independent Media Center understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. Urbana-Champaign Independent Media Center shall comply with all applicable Federal,

State or local statutes, ordinances, and regulations.

h. Urbana-Champaign Independent Media Center shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Urbana-Champaign Independent Media Center shall reimburse the City any amount that is determined to have been spent in violation of the law.

i. Urbana-Champaign Independent Media Center shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.

j. Urbana-Champaign Independent Media Center shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. ACCESS IMC

a. Services: Urbana-Champaign Independent Media Center shall undertake activities toward ACCESS IMC under the following requirements:
   i. Urbana-Champaign Independent Media Center shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
   ii. ACCESS IMC shall start on project start date provided in Attachment A
   iii. ACCESS IMC shall comply with all additional terms and conditions provided in Attachment A
   iv. Urbana-Champaign Independent Media Center shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

b. Governance: The ACCESS IMC activities shall be overseen by the Executive Director *and include the following responsibilities:*
   i. Has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of Urbana-Champaign Independent Media Center to act in connection with this Agreement and to provide such additional information as may be required.
   ii. Review reports and program adherence.
   iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

a. The City shall provide ARPA Funds to Urbana-Champaign Independent Media Center in the amount of up to $75,000, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

c. The City is not responsible in any way for the operations of Urbana-Champaign Independent Media Center.

5. Primary Contacts

a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Urbana-Champaign Independent Media Center unless the City directs otherwise in writing.

Name: J.D. McClanahan
Title: Planner II, Champaign County Regional Planning Commission
Telephone: 217-328-3313, ext. 196
Email: jmcclanahan@ccrpc.org

b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing :

Name: Miriam Larson
Title: Executive Director
Telephone: 217-344-8820
Email: miriam@ucimc.org

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Urbana-Champaign Independent Media Center shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).

7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Urbana-Champaign Independent Media Center. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Urbana-Champaign Independent Media Center

shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Urbana-Champaign Independent Media Center does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Urbana-Champaign Independent Media Center shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.

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

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Indemnity.** Urbana-Champaign Independent Media Center agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Urbana-Champaign Independent Media Center, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
    a. The loss of any monies paid to Urbana-Champaign Independent Media Center.
    b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by Urbana-Champaign Independent Media Center.
    c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Urbana-Champaign Independent Media Center or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

    This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Urbana-Champaign Independent Media Center by registered or certified mail. Upon receipt of such notice, Urbana-Champaign Independent Media Center, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

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

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.

16. **Assignment:** Urbana-Champaign Independent Media Center shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.

17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA	**URBANA-CHAMPAIGN INDEPENDENT MEDIA CENTER**
Diane Wolfe Marlin, Mayor	Miriam Larson, UCIMC Executive Director
City Clerk	Attest

Attachment A
Scope of Services

Section 1. Summary

Project Summary

ACCESS IMC will add an enclosed community meeting space with A/V technology and an optional kitchenette and will also fund key safety and accessibility improvements. Safety and accessibility improvements include ensuring accessible bathroom access, improving ramp entrances, and covering asbestos flooring in the basement. In line with existing IMC policies, these spaces will be available for free or at cost to residents and visitors of Urbana through its easy online, phone, or in-person reservation process. ACCESS IMC will prioritize space for youth programming and anticipate youth users in the design by including key features like media-sharing tools, food preparation space and access for youth with disabilities.

Key Objectives and Measurable Outcomes

- Completion of building improvements
    - Meeting space with optional kitchenette construction (given budget constraints)
    - Accessibility improvements
    - Asbestos covering
- Number of programs/reservations in renovated space

Project Start Date: 4/1/2023 **Project Completion Date:** 12/31/2026

ARPA Funding

$75,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 50% of the amount requested in the application. This difference will be accounted for by elimination of outreach position specific to the grant, reduction of technology and kitchen equipment costs, and reduction of funds for widening/beautifying the accessible entrances.

The recipient has requested that funds be provided in an alternate structure to quarterly reimbursements, for the following reason –

> IMC anticipates cash flow will be tight as IMC will be launching the ACCESS IMC project alongside several other capital projects. Therefore, IMC is requesting upfront funding. IMC understands that advance funding is contingent on timely reporting, submission of proof of payment, and other documentation as requested in the contract.

Attachment A
Scope of Services

IMC understands that all grant funds, once received, must be deposited into an interest-bearing account. IMC further understands that additional funds will be reimbursed based on submission of financial reports.

IMC is committed to tracking our spending per the City of Urbana's and US Department of Treasury's stipulations.

These funds may be provided as a quarterly advance. Contingent upon the recipient meeting the following criteria, these advance payments will be made according to the schedule outlined in the Project Budget and Anticipated Timeline table. Recipient must –

- Demonstrate the capacity to provide the project being funded (including project staffing secured, quotes secured for goods and services, or other documentation as specified by the City of Urbana),
- Have submitted all relevant reporting information to date, and
- Demonstrate that it has spent no less than 75% of the ARPA funds it has received thus far.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)					
2023 Q3					
2023 Q4	$2,013 Plan for flooring	$2,013 Plan for flooring	$2,013	Upfront	$2,013
2024 Q1	$14,347 Build flooring	$14,347 Build flooring	$14,347	Upfront	$16,360
2024 Q2	$14,347 Plan for mtg room with optional kitchenette	$14,347 Plan for mtg room with optional kitchenette	$14,347	Upfront	$30,707
2024 Q3	$14,773	$14,773 Build mtg room	$14,773	Upfront	$45,480

Attachment A
Scope of Services

	Build mtg room				
2024 Q4	$14,347 Plan additional accessibility improvements such as bathroom and ramp improvements	$14,347 Plan additional accessibility improvements such as bathroom and ramp improvements	$14,347	Upfront	$59,827
2025 Q1	$7,700 Build accessibility improvements	$7,700 Build accessibility improvements	$7,700	Upfront	$67,527
2025 Q2	$7,473 Build accessibility improvements	$7,473 Build accessibility improvements	$7,473	Upfront	$75,000
2025 Q3					
2025 Q4					
2026 Q1					
2026 Q2					
2026 Q3					
2026 Q4					

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**
2. **Submitted Application, attached hereto**
3. **City Council Presentation, 12/15/22 #40 [Link] and slides, attached hereto**

Miriam Larson, Executive Directo
miriam@ucimc.org

ACCESS IMC Grant Proposal

Urbana-Champaign Independent Media Center
Executive Summary, City of Urbana ARPA Grant 2022

Amount requested: $149,930

Project Description:
ACCESS IMC will add an enclosed community meeting space with A/V technology and a kitchenette and will also fund key safety and accessibility improvements. In line with existing IMC policies, these spaces will be available for free or at cost to residents and visitors of Urbana through its easy online, phone, or in person reservation process. ACCESS IMC will prioritize space for youth programming and anticipate youth users in the design by including key features like media-sharing tools, food preparation space and access for youth with disabilities.

Demonstrated Need:
ACCESS IMC was designed in response to high community demand for event and meeting space in downtown Urbana. One IMC member and community event organizer said, “I love everything about the IMC!” but said she sometimes goes elsewhere because we have only a single accessible bathroom. Urbana Free Library staff said they would refer patrons if we had meeting space because they cannot accommodate private events, celebrations with food, events with sales, and they are often at capacity for use of their meeting and study rooms. Additionally, we can provide meeting space at affordable rates because of our unique financial model. While the Urbana Park District provides spaces for $50-75 per hours with $100-200 deposit, we charge $0-40 per hour for rentals, depending on the time of day, ability to pay, and the type of event, with no deposit for most events under 20 people.

Spending Overview:

Sub-project	**Description**	**Amount**
Meeting Space w/ Kitchenette	Constructs an enclosed community meeting space with furniture, food-preparation area and accessible technology for hybrid meetings	$36,820
Accessible Bathrooms & Entrances	Adds second accessible bathroom on main floor and widens egress for ramp entrance	$25,100
Building Safety	Covers asbestos flooring in basement	$20,130
Outreach	Launches community meeting space with key personnel support to get the word out	$54,250
Administration	Supports grant management personnel time and associated costs	$13,630
Total		**$149,930**

A. Organization Information

Completed by miriam@ucimc.org on 11/15/2022 7:47 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

A. Organization Information

Please provide the following information.

A.1. Organization Name
Urbana-Champaign Independent Media Center

A.2. Organization Type
501(c) Non-Profit Organization

A.3. Applicant Name/Point of Contact

First Name
Miriam

Last Name
Larson

A.4. Mailing Address
202 S Broadway Ave #100 Urbana, IL 61801

A.5. Phone Number
(217) 344-8820

A.6. Email Address
miriam@ucimc.org

B. Project Details

Completed by miriam@ucimc.org on 11/16/2022 8:23 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

B. Project Details

Please provide the following information.

B.1. Project Name
ACCESS IMC

B.2. Requested Funding Amount
$149,903.00

B.3. Project Start Date
01/01/2023

B.4. Project Completion Date
12/31/2026

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- [x] **Improve accessibility of public recreation space and youth programming**
- [ ] **Increase support for community violence interventions.**
- [ ] **Reduce housing costs for those that need it most**
- [ ] **Increase availability and affordability of mental health services.**
- [ ] **Increase availability and affordability of food**
- [ ] **Increase job training and placement opportunities**
- [ ] **Provide relief and support for local businesses.**
- [ ] **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The proposed project, ACCESS IMC, is in response to high community demand for event and meeting space in downtown Urbana that is safe and accessible for all. If funded, the IMC will do this through renovations to its space to:
1. Create a well-ventilated, sound-separated public access meeting room on the main floor with digital entry and A/V technology. 2. The planned placement of this room will also create a division between the two main rooms in our venue
3. Add a kitchenette to serve all projects and events
4. Improve accessibility to public spaces, including adding accessible technology, improving the existing south side ramp, renovating lower level bathrooms for accessibility given the new north side ramp project (Spring 2023), and adding an additional stall to the main floor bathroom

5. Install safe floor covering to remediate deteriorating asbestos tiles in lower level
6. Support outreach and venue management to better connect with constituencies served by the IMC ACCESS project

In line with existing IMC policies, these spaces will be available for free or at cost to residents and visitors of Urbana through its easy online, phone, or in person reservation process. By growing free/low cost, accessible, safe spaces for community members to gather, we set our community up to create their own healing by sharing art, music, and ideas that will help overcome years of isolation during the COVID-19 pandemic.

When asked what is needed to heal from COVID, one middle school student in our programs said, “we need to have more community celebrations.” ACCESS IMC will prioritize space for youth programming and anticipate youth users in the design by including key features like media-sharing tools, food preparation space and access for youth with disabilities.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. “Community Violence Interventions - 1.11”)
2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)

B.8. How does this project address needs that are not already met by existing local services?
After the Urbana Civic Center closed in 2018, the only remaining public access meeting spaces in Downtown Urbana were at the Urbana Free Library and the IMC. The library has two conference rooms and two study rooms that get frequent use, but their meeting room policy prevents certain activities; this includes limited hours, no food allowed, no goods for sale, and events must be open to all, which can invite disruption. Library staff said they would “definitely send people,” if IMC were to have available meeting space.

The IMC’s financial structure is unique in its ability to subsidize community events and projects, using its office rentals to do so in a sustainable way. We charge $0-40 per hour for rentals, depending on the time of day, ability to pay, and the type of event, with no deposit for most events under 20 people. In contrast, the Urbana Park District provides spaces for $50-75 per hour with $100-200 deposit. Lodgic’s prices are comparable to ours, but it is located in Champaign. Costs for space rental are $25-100 per hour for 6-14 people.

With the improvements proposed in ACCESS IMC, we would be able to address current challenges. Creating sound-separate spaces would make it possible to hold multiple events at once; for example, we could have a Brazilian martial arts class alongside a university student theater rehearsal. When this came up recently, we had to reschedule the theater rehearsal. Additionally, separated spaces minimize the spread of germs. We were asked in August to be a site for SHIELD Testing because of our location and large venue. Unfortunately, because we can’t separate our space, we couldn’t accommodate the testing.

C. Project Information

Completed by miriam@ucimc.org on 11/16/2022 8:43 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Based on publicly accessible data from the Urbana Free Library, library study rooms and conference spaces are in high demand. Study rooms had between 80 and 142 bookings for two hours each per month. There were an average of 129 bookings per month from July to October of 2022, or an average of 65 hours per week of booked meeting time. The data also suggests that the need for meeting space will begin to rise as comfort grows for our community to gather safely. The library's larger conference rooms had 40-55 bookings per month before the pandemic. Library staff mentioned that events like birthday parties, memorials, and small business events were all types of events they'd be happy to refer to IMC because of constraints on their meeting rooms.

Lincoln Square offers an important large gathering space for our community, including restrooms with multiple stalls on the main floor. However, they don't have space for break-out rooms, smaller events, or conferences where small and large gatherings can happen simultaneously.

ACCESS IMC will expand access to meeting space and help us sustain the staff that make it a welcoming space. Comments from our community members suggest that these are both important elements of success. One IMC member and community event organizer said, "I love everything about the IMC. But it would be great if there was a second bathroom on the main floor. I would hold more events there if this was the case!" We hired a venue coordinator in January of 2022 and have received positive feedback about the impact of our staff. One small business owner commented "thanks for making this space available for the community to use! DJBJ was so incredibly helpful & kind. I'll definitely use the space again because of his help!"

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
IMC ACCESS will benefit low-income, disadvantaged, or groups particularly impacted by the pandemic by providing free or at cost meeting space to local people regardless of their ability to pay, supporting IMC projects which are made up of and/or focus services on low-income and disadvantaged groups, ensuring full access to events and programs at the IMC to those with a range of disabilities or mobility challenges.

Justification for this statement comes from 1) our location, 2) demographics historically served by the IMC (and greater disability access this project ensures) and 3) our long-standing and trusted relationships within marginalized communities.

1. The IMC is located in the Downtown Qualified Census Tract in which 50 percent of households have incomes 60 percent of the Area Median Gross Income (AMI). (Citation: HUD User)

2. The IMC served an estimated 9,494 people from September 1st, 2021 to August 31st of 2020. We do not track demographic information but we estimate that more than a third of our participants are African American, more than a third of our participants are low-income, and approximately a quarter of our participants identify as LGBTQ. We have also added 10 new fiscally sponsored and grant-sponsored projects in the past year and serve a number of low income or no budget community groups.

3. The IMC focuses our resources on supporting and amplifying underrepresented voices and perspectives including the working poor, African-Americans, Latinos, immigrants and new Americans, members of the LGBT community, and youth. We use our radio and performance stage as leadership development tools to build the voice and confidence of the young and the silenced. These venues encourage residents to become media and art makers to inspire the change they want to see in their communities. The center is one of the few multicultural spaces in a city still largely divided by race and ethnicity.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
Just before the COVID-19 pandemic hit in 2020, UCIMC received approval for Tax Increment Finance (TIF) incentive fund distribution to support capital improvements. These included the installation of LED lighting, roof repairs and the construction of a ramp to our lower level. The onset of the pandemic and needed staff time to attend to organizational adjustments delayed the project such that we were asked to re-submit our application. We received a total of $7,350 for roof repairs and HVAC maintenance in this period.

We were re-approved for TIF funds in 2022 with a revised scope that required we prioritize urgent replacement of parts of our HVAC system. We have been approved for a total of $35,000 which will supplement other grant and private funding in order to complete HVAC improvements and the construction of a ramp to our lower level.

We also have received several Urbana Arts Grants in the past three years. In 2020 we were awarded $2500 for a project titled “Celebrating 20 Years of the Urbana-Champaign Independent Media Center.” In 2021 our fiscally sponsored project, the Champaign County Bailout Coalition (CCBC), was awarded $4,500 for “Sending Love: Transcending the Distance Through Art,” which was extended into 2022 and recently completed.

We have two open grants awarded in 2022. IMC was awarded $4,380 for “Unmute: Sound Engineering Training Initiative,” which will provide free instruction on beginner to intermediate level sound engineering to women, trans & nonbinary, and POC members of our community. These classes are scheduled for January through March of 2023. Our fiscally sponsored project, BIPOC for Better Birth, was also awarded $2,000 in 2022 for the “Birth Arts and Storytelling Project,” which is two thirds complete.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).

Prices have been determined in the following ways:
-Requesting bids for work from local vendors,
-Pricing items through our regular suppliers,
-Estimating costs for construction. The Chair of our Facilities Committee of the Board, Jane McClintock, has more than

10 years of experience in construction and renovation
-Researching quality AV equipment and pricing
-Calculating administrative costs in accordance with State of Illinois standard practice and personnel costs based on our standard organizational compensation rates

We created a detailed budget with individual line items and subtotals for the different elements of the project. While the totals by year and category are provided in the budget section of this grant application, the following breaks lists subtotals by each element of the project:
-Enclosed meeting space, including AV equipment - $28,900
-Kitchenette installation - $7,920
-South ramp improvements - $12,100
-Bathroom expansion and improvements - $13,000
-Safe floor covering - $20,130
-Part time outreach staff, 2 years - $52,800
-Advertising & software - $1,475
-Administration - $13,628

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
ACCESS IMC is a project intended to be fully funded by this proposal. However, it will leverage and be leveraged by funds for other necessary improvements to the IMC that are underway and have previously secured funding from state, local, and private dollars. The IMC Board chose to move forward with major renovation projects during this time of limited space usage during the COVID-19 pandemic. The IMC's CAPITAL IMPROVEMENT project includes this proposal as well as the following items:

1. IMC Performance Space enhancements:
$1,200 funded by Twin Cities Theater Company with expert volunteer labor provided by faculty & students from the University of Illinois Department of Theater. We estimate this project would have cost at least $3,000 if we had contracted for the work.
Complete as of October, 2023.

2. HVAC Replacement
$249,350 funded by Illinois DCEO, City of Urbana TIF, and private funds
In progress - on schedule for completion by December 31, 2023

3. Accessible Ramp to Lower Level:
$97,000 funded by Illinois DCEO, City of Urbana TIF, and private funds
To be completed Spring 2023.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
The IMC operates under a solid organizational financial plan that is designed to sustainably subsidize community projects, events, and meetings. Community member make proposals that are reviewed by our staff and Programming Committee of the Board and scored based on the following criteria:
-Does it support community empowerment or social justice?
-Does it share original work with a public audience?
-Does it highlight underrepresented voices or perspectives?
-Does it empower the community through the sharing of skills and resources?

If a project is considered mission aligned, it may either become a fiscally sponsored project for 10% of income (which just covers cost of administration) or be underwritten in whole or part by the IMC. If it is not mission aligned, it may still access space and resources at cost.

The IMC's subsidy to mission aligned programs is funded through the rentals of private office space (the US Post Office, lawyers, small businesses, and nonprofits). For the past three years, the IMC has had zero vacancies of office space. Therefore the ability for the IMC to maintain our support for community projects, events, and meetings is very stable. What the IMC lacks is the ability to make significant upgrades to its space without additional fundraising through grants and private donations.

The funding for outreach personnel we plan to hire for the 2025-2026 years will be advertised as a temporary position for two years. However, we hope that improvements to our facility, increased possibilities for earned income, as well as grant and private funding will make it possible to extend or transfer some of these important communications duties beyond the timeframe of this grant.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?

This project will be executed by the IMC staff, volunteer board members, project volunteers, and paid vendors. The IMC's CAPITAL IMPROVEMENT PROJECT is being executed in partnership with the University of Illinois Department of Theater, Twin Cities Theater Company, Illinois Department of Commerce and Economic Opportunity, and the City of Urbana (TIF program).

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The IMC has successful secured and managed dozens of grants up to $700,000 in size including:
Arts Midwest
Campbell Foundation
Chicago Community Trust
City of Urbana/National Endowment of the Arts - Our Town Grant
City of Urbana Public Arts Grants
City of Urbana/Cunningham Township - Consolidated Social Service Grant
City of Urbana - TIF funds
Community Foundation of East Central Illinois
Community Technology Center - AmeriCorps VISTA grant
Media Democracy Fund
Media Justice Action Funds
Soros Foundation
State of Illinois - AmeriCorps
State of Illinois - Arts Council (Annual grants 2005-present)
State of Illinois - Department of Commerce and Economic Opportunity
State of Illinois - Department of Public Health - We Choose Health Grant

The IMC has the capacity to carry out the work described and will build off our significant experience. We will queue up this project after other scheduled capital improvement projects. We have budgeted more for project management

than in the past in order to reduce the burden on our volunteers who have played a central role in construction project management in the past.

For all grants, the IMC Board approves all grant submissions and acceptance. The Executive Director, along with the IMC Facilities Committee, oversees and supports all facilities projects. All financial transactions of the grant shall are made by the IMC's Administrative Associate, with support from the IMC's accountant (Kelly's Accounting) and oversight of the IMC finance committee led by the IMC's Treasurer, which meets weekly.

We are currently managing a $700,000 state grant from the Department of Commerce and Economic Opportunity that distributes sub-grants and provides training for emerging minority-led non-profit organizations. This grant requires monthly programmatic and financial reporting and supporting documentation for all expenses. We have honed our record-keeping and we have been on time with every report deadline to date.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
Once ACCESS IMC is completed, we will measure success in relation to its main goal, to improve accessibility of public recreation space and youth programming. We'll do this by tracking the volume of usage as well as collecting feedback from participants about how our space meets their needs.

Currently, our staff and volunteers record space usage statistics for all events. We track attendance, participation by artists, youth and volunteers, and the amount of subsidy for space usage. These metrics are reported to the Illinois Arts Council, a regular funder of ours, and shared to our membership and broader community. Pre-pandemic, we had more than 60,000 people participating in IMC programs each year and we anticipate returning to similar levels.

Every year our Programming Committee of the Board reviews the previous year's schedule, identifies strengths and weaknesses, and creates programming goals. This process will be more responsive with outreach personnel who we've budgeted for in this ARPA grant. This role will work to solicit community feedback, identify priorities for programming and respond to access needs.

The events we are currently hosting demonstrate the kind of impact that will only grow with ACCESS IMC.
-The Developmental Service Center gathered 14 participants to attend a conference for and by people with developmental disabilities.
-DJ Silkee hosted "She Spins" camp and showcase, a free camp where 16 girls learned the art of DJing, met successful women DJs, and performed for an audience at the end of the week.
-The Capoeira Angola Center has weekly martial arts classes and Brazilian drumming classes for 20-30 community members.

C.10. Please describe any other COVID relief funding that your organization has received.
We have received several grants for COVID relief from state-wide and regional arts organizations:
IL Humanities COVID-19 Relief Grant, $2,500, Apr 17, 2020 - August 31st, 2021
Art Works/Chicago Community Trust Grant, $12,000, May 5, 2020 – May 5, 2021
United States Regional Arts Resilience Fund, $30,000, November 23, 2020 – July 31, 2021
IL Humanities COVID-19 Relief Grant, $5,000, September 1, 2021 – August 31, 2022

D. Project Budget

Completed by miriam@ucimc.org on 11/16/2022 8:46 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Personnel - Salary and benefits for personnel delivering the services	$60,052.00
Professional Services - Legal financial or other professional service costs	$5,000.00
Construction Costs	$54,450.00
Supplies - Supplies necessary to deliver the services performed	$16,773.00
Administration - ARPA Administrative Costs	$13,628.00
	$149,903.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	9502
2024	80725
2025	29838
2026	29838

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project
Monthly reimbursement is strongly preferred, particularly during the 2024 year as

E. Optional Attachments

Completed by miriam@ucimc.org on 11/15/2022 11:14 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by miriam@ucimc.org on 11/16/2022 8:49 PM

Case Id: 30321
Name: Urbana-Champaign Independent Media Center -
Address: 202 S Broadway Ave #100

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Miriam Larson
Electronically signed by miriam@ucimc.org on 11/15/2022 11:16 PM

Today's Date
11/15/2022

2022 ARPA Proposal by UC Independent Media Center

Miriam Larson, Executive Director



Access IMC, $149,930

Project Description:

- Add an enclosed meeting space with A/V & food prep
- And key safety and accessibility improvements.

ARPA Goal Area

Improve accessibility of public recreation space and youth programming.





Local Options Don't Fully Meet the Need for Meeting Space



Urbana Free Library
Great for study rooms & meetings but . . .
in high demand & meeting policies don't allow food or sales & events must be open to all, which can invite disruption.



Lincoln Square
Great for big events but . . . no breakout rooms or small spaces



Phillips Recreation Center
Great recreation and events with food but . . .
$100-200 for deposit, designed for larger events & recreation

ACCESS IMC would fill a need for small meeting space, space for birthday parties or memorial events, affordable space, and hybrid meeting space with existing trusted relationships with community memb and community organizations

We have recent experience managing ARPA funds

Two current State of Illinois Grants in Process:

- **$700,000** (ARPA) - UCIMC Incubator Grant to support emerging minority-led non-profit organizations
- **$318,000** (State only) - Replace cooling system and build ramp to lower level

We report monthly/quarterly

We have streamlined our financial and project management





Impact

Our community has the potential to create our own healing by sharing and creating together







RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (URBANA CHAMPAIGN INDEPENDENT MEDIA CENTER)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *ACCESS IMC* by Urbana-Champaign Independent Media Center was allocated $75,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $75,000 in ARPA SLFRF funds, for the purpose of *ACCESS IMC*, performed by Urbana-Champaign Independent Media Center, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CHAMPAIGN COUNTY HEALTH CARE CONSUMERS

FOR SPECIAL POPULATIONS OUTREACH AND ENROLLMENT FOR HEALTH, FOOD, AND HOUSING SECURITY

This Subrecipient Agreement ("Agreement") is entered as of [DATE], by and between the Champaign County Health Care Consumers, with an address of 44 E Main St. Suite 208, Champaign, IL 61820 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Champaign County Health Care Consumers is a 501(c)(3) Non-Profit Organization that assists area residents in accessing healthcare and other benefits; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in hiring personnel to perform outreach and provide resources to special populations.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Special Populations Outreach and Enrollment for Health, Food, and Housing Security costs through the following understanding:

    a. **Special Populations Outreach and Enrollment for Health, Food, and Housing Security**: Champaign County Health Care Consumers (CCHCC) is seeking funds to hire and support three Outreach and Enrollment Community Health Workers to address the needs of three special populations in the City of Urbana, who are under-enrolled in, and underutilizing available public benefits. These special populations are: low-income seniors; disabled individuals not already receiving SSI or SSDI; and low-income immigrants.

    b. **Project Scope**: Champaign County Health Care Consumers shall perform the Scope of Services as defined in Attachment A

    c. **Funding**: The City shall transfer ARPA Funds to Champaign County Health Care Consumers in an amount of up to $500,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Champaign County Health Care Consumers must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Champaign County Health Care Consumers's submission of a quarterly Reporting Form, along with any required

documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Champaign County Health Care Consumers in a fillable format.

2. Roles and Responsibilities of Champaign County Health Care Consumers.

a. Champaign County Health Care Consumers agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.

b. Champaign County Health Care Consumers shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

c. Champaign County Health Care Consumers shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

d. Champaign County Health Care Consumers shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Special Populations Outreach and Enrollment for Health, Food, and Housing Security may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of individuals served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.

e. Champaign County Health Care Consumers shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Champaign County Health Care Consumers and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Champaign County Health Care Consumers understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. Champaign County Health Care Consumers shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

h. Champaign County Health Care Consumers shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Champaign County Health Care Consumers shall reimburse the City any amount that is determined to have been spent in violation of the law.

i. Champaign County Health Care Consumers shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.

j. Champaign County Health Care Consumers shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Special Populations Outreach and Enrollment for Health, Food, and Housing Security

a. Services: Champaign County Health Care Consumers shall undertake activities toward Special Populations Outreach and Enrollment for Health, Food, and Housing Security under the following requirements:
   i. Champaign County Health Care Consumers shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
   ii. Special Populations Outreach and Enrollment for Health, Food, and Housing Security shall start on project start date provided in Attachment A.
   iii. Special Populations Outreach and Enrollment for Health, Food, and Housing Security shall comply with all additional terms and conditions provided in Attachment A.
   iv. Champaign County Health Care Consumers shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

b. Governance: The Special Populations Outreach and Enrollment for Health, Food, and Housing Security activities shall be overseen by CCHCC's Executive Director, Claudia Lennhoff, and CCHCC's Board of Directors, *and include the following responsibilities:*
   i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of Champaign County Health Care Consumers to act in connection with this Agreement and to provide such additional information as may be required.
   ii. Review reports and program adherence.
   iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. **Roles and Responsibilities of the City.**
    a. The City shall provide ARPA Funds to Champaign County Health Care Consumers in the amount of up to $500,000, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

    b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

    c. The City is not responsible in any way for the operations of Champaign County Health Care Consumers.

5. **Primary Contacts**
    a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Champaign County Health Care Consumers unless the City directs otherwise in writing.
        Name: J.D. McClanahan
        Title: Planner II, Champaign County Regional Planning Commission
        Telephone: 217-328-3313, ext. 196
        Email: jmcclanahan@ccrpc.org

    b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:
        Name: Claudia Lennhoff
        Title: Executive Director
        Telephone: 217-352-6533 (office) / 217-390-4531 (cell)
        Email: claudia@cchcc-il.org

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Champaign County Health Care Consumers shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).

7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

    Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Champaign County Health Care Consumers. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is

amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Champaign County Health Care Consumers shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Champaign County Health Care Consumers does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Champaign County Health Care Consumers shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.

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

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Indemnity.** Champaign County Health Care Consumers agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Champaign County Health Care Consumers, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
    a. The loss of any monies paid to Champaign County Health Care Consumers.
    b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by Champaign County Health Care Consumers.
    c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Champaign County Health Care Consumers or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

    This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Champaign County Health Care Consumers by registered or certified mail. Upon receipt of such notice, Champaign County Health Care Consumers, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

12. **Limitation of Liability.** Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of

delivery that are not related to or the direct result of a Party's negligence or breach.

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.

16. **Assignment:** Champaign County Health Care Consumers shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.

17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as Stated above. The Parties each represent that they have the authority to enter into this Agreement.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA	**CHAMPAIGN COUNTY HEALTH CARE CONSUMERS**
Diane Wolfe Marlin, Mayor	Claudia Lennhoff, Executive Director
City Clerk	Attest

Attachment A
Scope of Services

Section 1. Summary

Project Summary

Champaign County Health Care Consumers (CCHCC) is seeking funds to hire and support three Outreach and Enrollment Community Health Workers to address the needs of three special populations in the City of Urbana, who are under-enrolled in, and underutilizing available public benefits. These special populations are: low-income seniors; disabled individuals not already receiving SSI or SSDI; and low-income immigrants.

Key Objectives and Measurable Outcomes

- Number of low-income seniors served
- Number of low-income immigrants eligible for Medicaid served
- Low-income or no-income people with disabilities applying for SSI/SSDI served

Project Start Date: 4/1/23 **Project Completion Date:** 12/30/26

ARPA Funding

$500,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 61% of the amount requested in the application. This difference will be accounted for by. CCHCC's plan is to hire two full-time staff members for 3 years and 9 months each, to work with low-income seniors and low-income people in need of disability application services. In addition, CCHCC would also assign current staff member, Adani Sanchez, to work part-time for the duration of the grant at .125 FTE (5 hours per week) to provide services to low-income immigrants. This plan ensures CCHCC's capacity to serve all three designated special populations with the funding level awarded to CCHCC. Low-income immigrants who are eligible for Medicaid are the smallest of the three special populations; therefore, the assignment of CCHCC's existing staff member, Adani Sanchez (who is also bi-lingual), is the best solution to the reduction in funding from this grant.

Urbana clients will receive priority for Urbana ARPA-funded services. CCHCC shall track the residency of clients served through these positions, and if Urbana residents make up fewer than 50% in a quarterly report, then CCHCC shall create an outreach plan to better promote services to Urbana residents prior to receiving further reimbursements.

The recipient has requested that funds be provided in an alternate structure to quarterly reimbursements, for the following reason –

> CCHCC does not have the "up front" income to cover the majority of these expenses.

Attachment A
Scope of Services

These funds may be provided as a quarterly advance. Contingent upon the recipient meeting the following criteria, these advance payments will be made according to the schedule outlined in the Project Budget and Anticipated Timeline table. Recipient must –

- Before the first funding allocation is sent, submit a Personnel Plan detailing the number of positions, title, anticipated length of position, and hiring status (existing employee or new hire) for all ARPA-funded positions.
- Demonstrate the capacity to provide the project being funded (including project staffing secured, quotes secured for goods and services, or other documentation as specified by the City of Urbana),
- Have submitted all relevant reporting information to date, and
  Demonstrate that it has spent no less than 75% of the ARPA funds it has received thus far.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	Personnel $19,402.94	Personnel $19,402.94	$19,402.94	Upfront	19,402.94
2023 Q3	Personnel $32,021.42 Printing, Supplies, Postage, Phone/internet $1,300 Total $33,321.42	Personnel $32,021.42	$32,021.42	Upfront	$51,424.36
2023 Q4	Personnel $32,021.42 Printing, Supplies, Postage, Phone/Internet $1,300 Total $33,321.42	Personnel $32,021.42	$32,021.42	Upfront	$83,445.78
2024 Q1	Personnel	Personnel	$32,021.42	Upfront	$115,467.20

Attachment A
Scope of Services

	$32,021.42 Printing, Supplies, Postage, Phone/Internet $1,300 Total $33,321.42	$32,021.42			
2024 Q2	Personnel $32,021.42 Printing, Supplies, Postage, Phone/Internet $1,300 Total $33,321.42	Personnel $32,021.42	$32,021.42	Upfront	$147,488.62
2024 Q3	Personnel $34,008.07 Printing, Supplies, Postage, Phone/Internet $1,300 Total $33,321.42	Personnel $34,008.07	$34,008.07	Upfront	$181,496.69
2024 Q4	Personnel $34,008.07 Printing, Supplies, Postage, Phone/Internet $1,300 Total $35,308.07	Personnel $34,008.07	$34,008.07	Upfront	$215,504.76
2025 Q1	Personnel $34,008.07 Printing, Supplies, Postage, Phone/Internet $1,300 Total $35,308.07	Personnel $34,008.07	$34,008.07	Upfront	$249,512.83
2025 Q2	Personnel $34,008.07	Personnel $34,008.07	$34,008.07	Upfront	$283,520.90

Attachment A
Scope of Services

	Printing, Supplies, Postage, Phone/Internet $1,300 Total $35,308.07				
2025 Q3	Personnel $35,669.85 Printing, Supplies, Postage, Phone/Internet $1,300 Total $36,969.85	Personnel $35,669.85	$35,669.85	Upfront	$319,190.75
2025 Q4	Personnel $35,669.85 Printing, Supplies, Postage, Phone/Internet $1,300 Total $36,969.85	Personnel $35,669.85	$35,669.85	Upfront	$354,860.60
2026 Q1	Personnel $35,669.85 Printing, Supplies, Postage, Phone/Internet $1,300 Total $36,969.85	Personnel $35,669.85	$35,669.85	Upfront	$390,530.45
2026 Q2	Personnel $35,669.85 Printing, Supplies, Postage, Phone/Internet $1,300	Personnel $35,669.85	$35,669.85	Upfront	$426,200.30

Attachment A
Scope of Services

	Total $36,969.85				
2026 Q3	Personnel $37,658.46 Printing, Supplies, Postage, Phone/Internet $1,300 Total $38,958.46	Personnel $37,658.46	$37,658.46	Upfront	$463,858.76
2026 Q4	Personnel $36,141.24 Printing, Supplies, Postage, Phone/Internet $1,300 Total $37,441.24	Personnel $36,141.24	$36,141.24	Upfront	$500,000.00

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**
2. **Submitted Application, attached hereto**
3. **City Council Presentation, 12/14/22 #18 [Link] and slides, attached hereto**

Urbana ARPA Grant Application Executive Summary

Applicant
Champaign County Health Care Consumers (CCHCC)

Title
Special Populations Outreach and Enrollment for Health, Food, and Housing Security

Problem
Not enough resources exist in Urbana to meet the needs of low-income seniors, low-income or no income people with disabilities, and immigrants. Public benefits that could significantly improve the lives of these special populations are grossly underutilized because people who could benefit from these programs do not know about them, and do not have the help they need to apply and qualify for these programs. For example, it is well documented that millions of older adults in the U.S. have trouble making ends meet, yet many do not realize that help is available through programs such as SNAP (food stamps), LIHEAP (energy assistance), Medicare Savings (which pays for Medicare premiums and co-pays), Medicare Extra Help (which pays for Part D prescription coverage), Medicaid, and SSI (disability program for low-income disabled individuals). https://www.cbsnews.com/news/seniors-how-to-get-medicare-savings-snap-food-stamp-benefits-inflation/ Even a few hundred dollars in assistance on a monthly basis can make a huge difference for older adults living in poverty, and can reduce risk of housing insecurity.

Likewise, too many individuals with disabling conditions are unable to successfully make their way through the very difficult process of applying for disability benefits from Supplemental Security Income (SSI) and Social Security Disability Income (SSDI). These programs are notoriously difficult to apply for, and without knowledgeable and experienced assistance, many people simply give up and live in extreme poverty and/or become homeless. Many homeless individuals could successfully apply for SSI and/or SSDI with the proper assistance. Likewise, many formerly incarcerated individuals have significant disabilities and could benefit from SSI and/or SSDI. Individuals applying for SSI and/or SSDI are far more likely to successfully qualify for these programs if they can work with a knowledgeable and experienced advocate, and if they have the necessary medical documentation about their disabling conditions. As with the programs that benefit low-income older adults, SSI and SSDI are notoriously under-enrolled, with many more people who could qualify simply unable to get through the daunting application process. Sometimes, the very conditions that are causing the disability make it nearly impossible for the person to be able to get through the application process on their own.

Additionally, many immigrants in our community are low-income and cannot afford health insurance. Thankfully, the State of Illinois is in the forefront of making Medicaid coverage available to many immigrants, regardless of their immigration status. The State of Illinois has made Medicaid coverage available to children, seniors aged 65 and older, and most recently (this year!), for low-income immigrants aged 55 and over.

However, much more work is needed to reach these populations in Urbana, and specialized benefits navigators are needed to help with outreach and enrollment in public benefits for these populations.

Solution
CCHCC's proposed project for these special populations would substantially increase the human services resources available to assist these populations with enrolling in these public benefits programs. CCHCC is the only organization in the county that specializes in outreach and enrollment in a wide range of public benefit programs from health insurance enrollment, SNAP, to disability applications and more. But, while CCHCC has the experience and expertise, we do not have enough staff to meet the need in Urbana. By adding staff, we can help enroll more low-income seniors, immigrants, and people with disabling conditions in the various programs that can benefit them, and they will have health care coverage and access, food assistance, utility assistance, and monthly income in the forms of SSI and SSDI. This will improve their health and their financial lives, and help build more economic stability for these individuals, reducing the likelihood of housing insecurity and other adverse outcomes. Additionally, for people with disabilities who qualify for SSI or SSDI, new resources – including more affordable housing options – will be available to them because they will be "officially" deemed disabled.

A. Organization Information

Completed by claudia@shout.net on 11/16/2022 10:58 AM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

A. Organization Information

Please provide the following information.

A.1. Organization Name
Champaign County Health Care Consumers

A.2. Organization Type
501(c) Non-Profit Organization

A.3. Applicant Name/Point of Contact

First Name
Claudia

Last Name
Lennhoff

A.4. Mailing Address
44 E Main Street Suite 208 Champaign , IL 61820

A.5. Phone Number
(217) 352-6533

A.6. Email Address
claudia@shout.net

B. Project Details

Completed by claudia@shout.net on 11/16/2022 8:09 PM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

B. Project Details

Please provide the following information.

B.1. Project Name
Special Populations Outreach and Enrollment for Health, Food, and Housing Security

B.2. Requested Funding Amount
$818,716.00

B.3. Project Start Date
01/01/2023

B.4. Project Completion Date
12/31/2026

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☑ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☑ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☐ **Provide relief and support for local businesses.**
- ☑ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
Champaign County Health Care Consumers (CCHCC) is seeking funds to hire and support three Outreach and Enrollment Community Health Workers to address the needs of three special populations in the City of Urbana, who are under-enrolled in, and underutilizing available public benefits. These special populations are: low-income seniors; disabled individuals not already receiving SSI or SSDI; and low-income immigrants.

Goal: Reduce housing costs for those that need it most
By enrolling low-income seniors and immigrants in under-utilized public benefits, such as SNAP, Medicaid, Medicare Savings, Medicare Extra Help (Part D prescription subsidy), and LIHEAP, CCHCC can help these households better afford the cost of housing. While our program would not directly lower housing costs for these individuals, it would

provide access to programs that would lower other costs, thereby making it more possible to afford housing cos

By assisting people with disabilities to apply and qualify for SSI and SSDI, these individuals would become eligible for housing subsidies and vouchers, and public housing. SSI and SSDI would also bring monthly income to these individuals.

Goal: Increase availability and affordability of food
Our program would increase the availability and affordability for food for low-income seniors by increasing enrollment in SNAP (food stamps). AARP Public Policy Institute estimates that 71% of adults age 60 and above who qualify for the Supplemental Nutrition Assistance Program have not signed up for benefits. CCHCC would help close this gap. In addition, by helping people with disabilities qualify for SSI/SSDI, this would help improve their income and make food more affordable.

Goal: Invest in infrastructure to increase community health, safety, and future resilience
Our program would increase the social services infrastructure needed to serve these vulnerable populations and get benefits to these individuals, thereby improving health, safety and resilience.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (include expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Social Determinants of Health: Community Health Workers or Benefits Navigators 2.19

B.8. How does this project address needs that are not already met by existing local services?
CCHCC's project would provide targeted services to specific populations who are under-enrolled in available public benefit programs. CCHCC would deploy these Outreach and Enrollment Community Health Workers to the neighborhoods in our community where these special populations are over-represented. We would go door-to-door to deliver information to these various groups, many of whom face significant barriers to finding help. So, rather than relying on these individuals coming to us, we would try to identify and find the individuals who need our help. Our community does not currently have enough Community Health Workers and Benefits Navigators. CCHCC has expertise in these areas, but needs to add more staff in order to meet community needs.
Low-income seniors all too often suffer in silence and isolation and face significant barriers to accessing services. The digital divide has a disparate impact on low-income people in general, and it is worse for seniors, people with disabilities, and immigrants. By going to the people, rather than waiting for them to find us, we will be able to identify people who need this help.
Benefits navigation is complex, and most people cannot do it on their own. Understanding what benefits and resources are available to specific population groups requires knowledge and expertise. CCHCC has this knowledge and expertise, but does not currently have enough capacity to meet the needs of the Urbana community.

C. Project Information

Completed by claudia@shout.net on 11/16/2022 8:07 PM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
Low-income seniors: CCHCC has extensive experience working with low-income seniors, helping them enroll in Medicare and Medicaid, as well as ancillary programs like Medicare Extra Help, Medicare Savings, SNAP, and LIHEAP. But these ancillary programs are under-utilized by seniors and national studies demonstrate that seniors are missing out on these resources because of the barriers they face.

https://www.cbsnews.com/news/seniors-how-to-get-medicare-savings-snap-food-stamp-benefits-inflation/

Low-income immigrants: Many immigrants to our community are low-income. CCHCC's staff are bi-lingual and very experienced and knowledgeable about immigration status and the programs available to immigrants, based on their status. Illinois is the first state to offer Medicaid coverage for all children regardless of immigration status in the mid-2000s. CCHCC has been on the front lines, enrolling immigrant children in Medicaid. Likewise, when the state of Illinois passed the first-in-the-nation Health Benefits for Immigrant Seniors program in late 2020, we were the first organization in our community to enroll immigrant seniors in Medicaid. That program covers seniors aged 65 and over. However, the program has been expanded to cover low-income noncitizens aged 55 and over earlier this year, and more work is needed in order to reach all those who qualify in Urbana.

https://www.dhs.state.il.us/page.aspx?item=144320

People with disabilities needing help with SSI/SSDI applications: CCHCC has funding from the county's Mental Health Board to provide assistance to county residents who have behavioral health problems to apply for SSI and SSDI. SSI and SSDI provide monthly income based on having a qualifying disabling condition or conditions. This project would allow CCHCC to focus on helping Urbana residents who have physically disabling conditions such as back pain and injury, and cancer, for example.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
The City of Urbana is one of the top ten poorest cities in the state of Illinois. https://www.theworkersrights.com/top-10-poorest-city-in-illinois/

Some of the populations that are the hardest hit by poverty are low-income seniors on fixed incomes, low-income

immigrants who do not qualify for many benefits, and people with disabilities who are unable to work and have unable to qualify for disability income through SSI and SSDI. The data and demographics page on the Urbana ARPA website helps identify specific neighborhoods affected by poverty and other issues. Many of these neighborhoods are known to CCHCC, and we have clients from these neighborhoods. However, CCHCC needs more staffing in order to reach these populations who can benefit from enrollment in public programs.

If we can help enroll more low-income seniors, immigrants, and people with disabling conditions in the various programs that can benefit them, they will have health care coverage and access, food assistance, utility assistance, and monthly income in the forms of SSI and SSDI. This will improve their health and their financial lives, and help build more economic stability for these individuals. Additionally, for people with disabilities who qualify for SSI or SSDI, new resources – including more affordable housing options – will be available to them because they will be "officially" deemed disabled.

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
CCHCC has received grant funding from the Champaign County Mental Health Board, including pass-through ARPA funding from the County Board. The Mental Health Board grants support CCHCC's services to community members with mental health issues, as well as justice-involved community members. One grant also supports CCHCC's work to help individuals apply and qualify for SSDI and SSI disability benefits – but only those with behavioral health issues, not physically disabling conditions. CCHCC also received grant funding from the City of Urbana for housing medically fragile individuals in motels. And CCHCC received funding from Cunningham Township for providing services to Urbana residents, including health insurance enrollment, health care navigation, SNAP applications and benefits, free phones, affordable dental and vision care, and help with paying for prescriptions through CCHCC's Rx Fund program.

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
The cost for the project is based on hiring, training, and retaining specialized personnel to provide these services. Funding for this project would allow us to hire Outreach and Enrollment Community Health Workers to specialize in working with the three distinct populations: low-income seniors; low-income immigrants; and low-income or no-income people with disabilities who need help applying for SSI and SSDI. We calculated staff salaries and benefits for each program year that would be covered by this grant funding. Benefits and payroll taxes are at about 32% of salaries because CCHCC offers very good health insurance and other benefits, which has been key to our staff retention. In addition, we factored in an average of a 3% pay increase per program year after the first year. This, too, is effective for staff retention. Materials, supplies, printing, and mailing costs, as well as technological costs would be supported by CCHCC's general fund. We are seeking funding specifically to hire and retain staff.

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
The funding we are requesting would be sufficient to fully administer this project. Our biggest expense for any project is personnel, so those are the funds we are seeking. Other needs, such as technology and supplies, as well as postage and printing, would be covered by CCHCC's other grant-seeking and fundraising efforts. CCHCC conducts many grassroots fundraising efforts which help support our various programs and projects, and will continue to do so in

order to support this project. And we are always scanning for opportunities for other grants or sources of fundir support our work.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
Multi-year ARPA funding will give us the opportunity to develop strategies for raising funds to continue this project. CCHCC will work to secure additional and sustainable long-term funding at the local, state, and federal levels, as well as through private philanthropy, especially as demonstrate the value and benefit of this work.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
No. However, CCHCC does collaborate with many social service and local government entities in serving clients through mutual referral agreements, and we will continue to do so for this project.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

CCHCC has extensive experience managing governmental and non-governmental grants. We have software to track grant funding and expenditures, and time- and project-tracking for employees. We have annual audits that always show our compliance with grants and effective grant management.

Likewise, CCHCC has extensive experience in carrying out the work described in this application. We have unique expertise in these areas, but we need to expand our capacity in order to reach more of the Urbana population who needs our help in the areas described in this application. The only way for us to expand our capacity is to add more staff who will be dedicated to serving these populations in the City of Urbana. None of the work we have described is new to us. We are well-equipped to hire, train, supervise, and retain the staff who would specialize in serving these populations.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
Success will be measured by the number of clients served in each category: low-income seniors; low-income immigrants eligible for Medicaid; low-income or no-income people with disabilities who need help applying for SSI/SSDI. Within each population, we will also assess their needs, and success in enrolling them in the benefits for which they are eligible.

CCHCC uses an intake form to help us work with clients to identify their needs, as well as identify the programs for which they are eligible. As we help clients apply for and enroll in various public benefits, we document every step and track progress in our SalesForce system, which also helps us create reports showing how many clients we have served and our success in enrolling clients in each program for which we have helped them apply.

C.10. Please describe any other COVID relief funding that your organization has received.
CCHCC received Community Development Block Grants (CDBG) COVID relief funding from the City of Urbana in 2021 to place medically fragile homeless individuals in local motels when they were unable to stay in the emergency shelter. The grant funding also supported CCHCC's work with these individuals to help them navigate the housing programs in our community. In addition, CCHCC received ARPA funding from the County for establishing a Disability Application program for individuals with mental health and/or substance use disorder issues. The purpose of this

program is to assist vulnerable individuals in applying for and qualifying for Social Security Insurance (SSI) and Social Security Disability Insurance benefits.

D. Project Budget

Completed by claudia@shout.net on 11/16/2022 8:14 PM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Personnel - Salary and benefits for personnel delivering the services	$818,716.00
	$818,716.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	0
2023	188400
2024	203940
2025	210038
2026	216338

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?
No

Please describe why quarterly reimbursement is not an appropriate funding structure for this project
CCHCC does not have the "up front" income to cover the majority of these expenses.

E. Optional Attachments

Completed by claudia@shout.net on 11/16/2022 8:14 PM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by claudia@shout.net on 11/16/2022 8:16 PM

Case Id: 30379
Name: Champaign County Health Care Consumers -
Address: 44 E Main Street

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Claudia Lennhoff
Electronically signed by claudia@shout.net on 11/16/2022 8:16 PM

Today's Date
11/16/2022

Champaign County Health Care Consumers

Presentation to Urbana City Council

Urbana ARPA Grant Application

Wednesday, December 14, 2022

Project Title:

Special Populations Outreach and Enrollment for Health, Food, and Housing Security

champaign county HEALTH CARE CONSUMERS

What will be the lasting impact of this project, after ARPA funds run out?

- More Urbana residents who are low-income will have benefits and income supports, which they will be able to maintain for the rest of their lives. (CCHCC will continue to provide help.)
- By adding staff who specialize in these human services, CCHCC will have strengthened its capacity to serve Urbana residents with specialized services (i.e., disability application specialists) on an ongoing basis.
- Health disparities, income disparities and insecurity, and housing insecurities will be reduced among the vulnerable special populations served by this project (low-income elderly; low- or no income people with disabling conditions; and low-income immigrants).

Why would this project be the best use of City ARPA funds?

- Too many public benefits that can help improve food security, access to and affordability of health care (including mental health), and financial security are vastly underutilized by vulnerable populations. This project would address the under-enrollment in critical public benefits. Too much money that can help people is being “left on the table”.
- This project would be a significant investment in, and improvement in community health and would improve the resilience of the affected individuals and the community.
- By helping seniors, people with disabilities, and immigrants with benefits that make food, health care, utilities, etc. more affordable, and bringing a source of income to people with disabilities, vulnerable people will have greater financial security and will be less likely to be destabilized and become homeless.

Why are you confident that you can use these funds in accordance with federal guidelines and achieve demonstrable results in the required timeline?

- CCHCC has extensive experience and specialized knowledge and skills in helping people apply for the public benefit programs discussed in this application. Some programs, such as SNAP (food stamps) and Medicaid can take as few as 30 min. to apply for, and benefits become available rapidly.
- CCHCC has excellent client-tracking systems that allow us to demonstrate the benefits for which our clients have been approved (therefore, we can show demonstrable results).
- CCHCC has experience managing federal grant funds passed through the City of Urbana and Champaign County.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (CHAMPAIGN COUNTY HEALTH CARE CONSUMERS)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Special Population Outreach and Enrollment for Health, Food, and Housing Security* by Champaign County Health Care Consumers was allocated $500,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $500,000 in ARPA SLFRF funds, for the purpose of *Special Population Outreach and Enrollment for Health, Food, and Housing Security*, performed by Champaign County Health Care Consumers, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND JUSTINE PETERSEN

FOR URBANA SMALL BUSINESS MICROLOAN FUND

This Subrecipient Agreement ("Agreement") is entered as of [DATE], by and between Justine PETERSEN, with an address of 1817 S. Neil Street, Suite 100, Champaign, IL 61820 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Justine Petersen is a 501(c)3 Non-Profit Organization that works to connect institutional resources with the needs of low-to moderate-income individuals and families; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in establishing a small business microloan fund to serve business in Urbana.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for Urbana Small Business Microloan Fund costs through the following understanding:

    a. **Urbana Small Business Microloan Fund**: The establishment of this Small Business Microloan Fund (via Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution) shall expand micro-enterprise and small business lending in Urbana, which shall provide direct relief and support to local businesses.

    b. **Project Scope**: Justine Petersen shall perform the Scope of Services as defined in Attachment A

    c. **Funding**: The City shall transfer ARPA Funds to Justine Petersen in an amount of up to $250,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Justine Petersen must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Justine Petersen's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Justine Petersen in a fillable format.

2. Roles and Responsibilities of Justine Petersen.

a. Justine Petersen agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.

b. Justine Petersen shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).

c. Justine Petersen shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.

d. Justine Petersen shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Urbana Small Business Microloan Fund may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of businesses served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.

e. Justine Petersen shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Justine Petersen and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Justine Petersen understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. Justine Petersen shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

h. Justine Petersen shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Justine Petersen shall reimburse the City any amount that is determined to have been spent in violation of the law.

i. Justine Petersen shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.

j. Justine Petersen shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Urbana Small Business Microloan Fund

a. Services: Justine Petersen shall undertake activities toward Urbana Small Business Microloan Fund under the following requirements:
   i. Justine Petersen shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
   ii. Urbana Small Business Microloan Fund shall start on project start date provided in Attachment A.
   iii. Urbana Small Business Microloan Fund shall comply with all additional terms and conditions provided in Attachment A.
   iv. Justine Petersen shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.

b. Governance: The Urbana Small Business Microloan Fund activities shall be overseen by Robert Boyle *and include the following responsibilities:*
   i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of Justine Petersen to act in connection with this Agreement and to provide such additional information as may be required.
   ii. Review reports and program adherence.
   iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

a. The City shall provide ARPA Funds to Justine Petersen in the amount of up to $250,000, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

b. The City shall provide oversight as described in this Agreement for the purpose of

ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

c. The City is not responsible in any way for the operations of Justine Petersen.

5. Primary Contacts

a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Justine Petersen unless the City directs otherwise in writing.

Name: J.D. McClanahan
Title: Planner II, Champaign County Regional Planning Commission
Telephone: 217-328-3313, ext. 196
Email: jmcclanahan@ccrpc.org

b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Robert Boyle
Title: Chief Executive Officer
Telephone: 314-565-6107
Email: rboyle@justinepetersen.org

6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Justine Petersen shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).

7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Justine Petersen. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Justine Petersen shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Justine Petersen does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Justine Petersen shall be required to repay the City in the amount of ARPA Funds

that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.

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

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. **Indemnity.** Justine Petersen agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Justine Petersen, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
    a. The loss of any monies paid to Justine Petersen.
    b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by Justine Petersen.
    c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Justine Petersen or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

    This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Justine Petersen by registered or certified mail. Upon receipt of such notice, Justine Petersen, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

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

13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

15. **Conflicts.** In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.

16. **Assignment:** Justine Petersen shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.
17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as Stated above. The Parties each represent that they have the authority to enter into this Agreement.
18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

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

THE CITY OF URBANA	**JUSTINE PETERSEN**
Diane Wolfe Marlin, Mayor	Robert F. Boyle, CEO, Justine PETERSEN
City Clerk	Attest

Attachment A
Scope of Services

Section 1. Summary

Project Summary

The establishment of this Small Business Microloan Fund (via Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution) will expand micro-enterprise and small business lending in Urbana, which will provide direct relief and support to local businesses. Justine PETERSEN is the #1 SBA microlender in Illinois, and they focus on three areas: micro-enterprise and small business lending, consumer lending and credit building, and housing and homeownership support. Justine PETERSEN serves existing and startup businesses and offers safe and affordable capital with the goal of graduating businesses or individuals back to mainstream finance. The establishment of this fund would be focused on supporting eligible businesses in Urbana, including home-based businesses.

Key Objectives and Measurable Outcomes

- Businesses Served
    - Demonstration of need/qualification for Justine PETERSEN microloan
    - Demographics of loan recipients
- Dollars Deployed

Project Start Date: 4/1/23 **Project Completion Date:** 12/31/25

ARPA Funding

$250,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 53% of the amount requested in the application. This difference will be accounted for in accordance with the attached slide presentation to City Council where four funding options were presented. Option 1 was at the $475,000 level. Council agreed on Option 3 at the $250,000 level servicing 100 - 115 businesses.

At the direction of the Urbana City Council, all Urbana ARPA funds spent on this project will be lent to businesses within the City of Urbana.

While the ARPA funding application was submitted by the Champaign County Economic Development Corporation in conjunction with Justine Petersen, the project will be administered directly by Justine PETERSEN. The Champaign County Economic Development Corporation (CCEDC) is submitting this application in partnership with Justine PETERSEN. CCEDC, given the goals in its Strategic Plan and housing an Illinois Small Business Development Center, has taken the lead role in Champaign County to expand financing opportunities to area small businesses. CCEDC has committed its own funds to Justine PETERSEN in order to provide services in Champaign

Attachment A
Scope of Services

County, including a full-time staff member housed at the CCEDC office. The MOU with Justine PETERSEN provides support for dedicated staffing, public outreach, program coordination, credit building counseling, and back-office infrastructure for processing loan applications, underwriting loans, funding loans, and providing post-closing technical assistance.

CCEDC has committed to the following:

- Support regional outreach, workshops, and training sessions to promote Justine PETERSEN services and funds in Champaign County.
- Provide wraparound services via the Illinois Small Business Development Center at Champaign County EDC.
- Coordinate regional partnerships to support existing Justine PETERSEN services and utilize regional relationships to expand funds available to small businesses in the Champaign County area.
- CCEDC is committed to working with regional partners on this effort, including the City of Urbana, New American Welcome Center at the University YMCA, Champaign County Regional Planning Commission, Champaign County Chamber of Commerce, Visit Champaign County, the Champaign County Black Chamber of Commerce, and more.

Project Budget and Anticipated Timeline

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	$150,000 (small business lending support and operations)	$23,000 (small business lending support and operations)	$23,000	Reimbursement	$23,000
2023 Q3	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$45,700
2023 Q4	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$68,400
2024 Q1	$185,000	$22,700	$22,700	Reimbursement	$91,100

Attachment A
Scope of Services

	(small business lending support and operations)	(small business lending support and operations)			
2024 Q2	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$113,800
2024 Q3	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$136,500
2024 Q4	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$159,200
2025 Q1	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$181,900
2025 Q2	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$240,600
2025 Q3	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$227,300
2025 Q4	$185,000 (small business lending support and operations)	$22,700 (small business lending support and operations)	$22,700	Reimbursement	$250,000

Attachment A
Scope of Services

Section 2. Additional Project Information

1. **Executive Summary, attached hereto**

2. **Submitted Application, attached hereto**

3. **City Council Presentation, 12/14/22 #22 [Link] and slides, attached hereto**

COVID-19 Recovery: Urbana Small Business Microloan Fund (Justine PETERSEN)

Urbana ARPA Funding Goal addressed by this project: Provide relief and support for local businesses

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OVERVIEW

The establishment of this Small Business Microloan Fund (via Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution) will expand micro-enterprise and small business lending in Urbana, which will provide direct relief and support to local businesses. Justine PETERSEN is the #1 SBA microlender in Illinois, and they focus on three areas: **micro-enterprise and small business lending**, consumer lending and credit building, and housing and homeownership support. Justine PETERSEN serves existing and startup businesses and offers safe and affordable capital with the goal of graduating businesses or individuals back to mainstream finance. The establishment of this fund would be focused on supporting eligible businesses in Urbana, including home-based businesses.

THE ROLE OF A CDFI

The role of a U.S. Treasury-certified Community Development Financial Institution (CDFI) is to expand economic opportunity in low-income and underserved communities by providing access to financial products and services for local residents and businesses, especially those not eligible for traditional lending. A CDFI does not currently exist in Champaign-Urbana, nor does a dedicated fund for microlending.

Community Development Financial Institutions (CDFIs) are lenders with a mission to provide fair, responsible financing to rural, urban, Native, and other communities that mainstream finance doesn't traditionally reach. Unlike traditional banks, CDFIs specialize in lending to individuals, organizations, and businesses in under-resourced communities, offering clients financial education, business coaching, and access to safe and affordable loans that increase economic potential and help build wealth. As borrowers repay their loans, CDFIs recycle money back into the community through new borrowers, multiplying the impact of each dollar on local economies. CDFIs are a proven model to create fair economic opportunity for all.

Justine PETERSEN provides wrap-around services to all of their borrowers to ensure they aren't only getting the capital they need but to provide counseling and support to reach their financial goals of small business capitalization, homeownership, and, ultimately, financial stability. Justine PETERSEN is committed to working with regional partners who also provide support services to small businesses. The Champaign County Economic Development Corporation and Illinois Small Business Development Center at Champaign County EDC are committed partners in this effort.

PROPOSED BUDGET

A range of funding options - $175,000.00 to $475,000.00 – has been submitted with this application. The suggested amounts are based on the establishment of similar programs in other markets (i.e. Springfield, IL) and what was approved by Champaign County.

Budget options and anticipated outcomes (estimated based on funding options):

- Option 1: $475,000.00 total - 175-200 businesses served
- Option 2: $325,000.00 total - 110-125 businesses served
- Option 3: $250,000.00 total - 100-115 businesses served
- Option 4: $175,000.00 total - 85-100 businesses served

CONTACTS

- Champaign County Economic Development Corporation: Carly McCrory-McKay, Executive Director, carly@champaigncountyedc.org or 217-649-2586
- Justine PETERSEN: Sheri Flanigan, Chief Operating Officer, sflanigan@justinepetersen.org

A. Organization Information

Completed by carly@champaigncountyedc.org on 11/15/2022 4:39 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

A. Organization Information

Please provide the following information.

A.1. Organization Name
Champaign County Economic Development Corporation

[redacted]

A.2. Organization Type
501(c) Non-Profit Organization

[redacted]

[redacted]

A.3. Applicant Name/Point of Contact

First Name
Carly

Last Name
McCrory-McKay

A.4. Mailing Address
1817 S. Neil Street Suite 100 Champaign, IL 61820

A.5. Phone Number
(217) 649-2586

A.6. Email Address
carly@champaigncountyedc.org

B. Project Details

Completed by carly@champaigncountyedc.org on 11/16/2022 5:54 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

B. Project Details

Please provide the following information.

B.1. Project Name
COVID-19 Recovery: Urbana Small Business Microloan Fund (Justine PETERSEN)

B.2. Requested Funding Amount
$475,000.00

B.3. Project Start Date
02/01/2023

B.4. Project Completion Date
12/31/2025

B.5. Urbana ARPA Funding Goal addressed by this project (check all that apply)

- ☐ **Improve accessibility of public recreation space and youth programming**
- ☐ **Increase support for community violence interventions.**
- ☐ **Reduce housing costs for those that need it most**
- ☐ **Increase availability and affordability of mental health services.**
- ☐ **Increase availability and affordability of food**
- ☐ **Increase job training and placement opportunities**
- ☑ **Provide relief and support for local businesses.**
- ☐ **Invest in infrastructure to increase community health, safety, and future resilience**

B.6. Describe how the applicant proposes to use the requested ARPA funds to address the Urbana ARPA Funding Goal(s) selected above.
The establishment of this Small Business Microloan Fund (via Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution) will expand micro-enterprise and small business lending in Urbana, which will provide direct relief and support to local businesses. Justine PETERSEN is the #1 SBA microlender in Illinois, and they focus on three areas: micro-enterprise and small business lending, consumer lending and credit building, and housing and homeownership support. Justine PETERSEN serves existing and startup businesses and offers safe and affordable capital with the goal of graduating businesses or individuals back to mainstream finance. The establishment of this fund would be focused on supporting eligible businesses located in Urbana.

B.7. Please select the Federal ARPA Expenditure Category with which you believe this project best aligns. (incl expenditure category label and decimal designation from the right side of the page – eg. "Community Violence Interventions - 1.11")
Enhanced Support to Microbusinesses - 2.33

B.8. How does this project address needs that are not already met by existing local services?
Justine PETERSEN's mission is to connect institutional resources with the needs of low- to moderate-income families and individuals to build assets and create enduring change--not just for each family or individual that they assist, but the community as a whole.

The role of a U.S. Treasury-certified Community Development Financial Institution (CDFI) is to expand economic opportunity in low-income and underserved communities by providing access to financial products and services for local residents and businesses, especially those not eligible for traditional lending.

A CDFI does not currently exist in Champaign-Urbana, nor does a dedicated fund for microlending.

Additionally, the Champaign County Economic Development Corporation has these goals in its Strategic Plan focused on expanding financing opportunities to area small businesses:
• Work with partner agencies to develop more opportunities for access to capital for small business owners
• Partner with local and regional financial institutions and governmental agencies to increase access to startup capital, working capital and work to overcome barriers minority businesses experience in gaining access to capital for growth and expansion

Champaign County Economic Development Corporation will coordinate with existing financial institutions throughout the community to ensure they are aware of this fund - and support for wraparound services geared towards small businesses (i.e. no-cost confidential advising via the Illinois Small Business Development Center at Champaign County EDC).

C. Project Information

Completed by carly@champaigncountyedc.org on 11/16/2022 6:05 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

C. Project Information

Please provide the following information.

C.1. Please provide data, past experiences, and/or case studies (either from your organization or from external examples) to justify how your proposed project will be effective in addressing ARPA Funding Goals.
The Champaign County Economic Development Corporation has had conversations with multiple partners, including the City of Urbana, about the need to establish a microloan fund. Additionally, through working with small businesses in our community, access to lending is the #1 question we are asked besides how to get a business started. There is significant interest in access to loans of $50,000 or less.

The Illinois Small Business Development Center at Champaign County EDC works with 200+ small businesses in Urbana on an annual basis.

A great demand for financial needs still remains. As a recent example, approximately 245 Urbana businesses applied for DCEO's Back to Business Grant.

C.2. Describe how your project will benefit the low-income, disadvantaged, or groups particularly impacted by the pandemic in the City of Urbana. Justification for this can be based on the qualification requirements for the proposed project, the service area of the project, the demographics of your organization's existing client base, or other information to indicate how the project will serve these groups. The Data and Demographics page on the Urbana ARPA website is one resource that may be helpful, providing maps and data on vulnerable populations in the City of Urbana.
Community development financial institutions (CDFIs) are lenders with a mission to provide fair, responsible financing to rural, urban, Native, and other communities that mainstream finance doesn't traditionally reach. CDFI lending leads to small businesses and homeownership, creates living wage jobs, supports the development of schools, grocery stores, and health care centers, finances climate change solutions, and so much more. Unlike traditional banks, CDFIs specialize in lending to individuals, organizations, and businesses in under-resourced communities, offering clients financial education, business coaching, and low-interest rate loans that increase economic potential and help build wealth.

Justine PETERSEN also provides wrap-around services to all of their borrowers to ensure they aren't only getting the capital they need, but to provide counseling and support to reach their financial goals of small business capitalization, homeownership, and, ultimately, financial stability. Justine PETERSEN is committed to working with regional partners who also provide support services to small businesses.

In recent years, without a formal partnership or coordinated effort in place, Justine PETERSEN has worked with individuals and businesses in Champaign County. Data (as of 11/3/22) showing disbursements in relation to their work history in the surrounding minority communities within the Champaign County zoning area:

Total lifetime loans made to Champaign County: 85

Total lifetime dollars deployed to Champaign County: $632,373.36
Loans and dollars made to Black or African American clients in Champaign County: 61 | 72% of total units; $361,844 | 57.22% of all dollars
Loans and dollars made to females in Champaign County: 42 | 49% of total units; $214,892 | 34% of all dollars
Loans made to Black or African American females in Champaign County: 35 | 41% of total units; $184,026 | 29% of all dollars

C.3. Has the applicant received financial support from local Champaign County governments (township, city, or county-level) within the last three years? Please describe, briefly, any funds received.
The Champaign County Economic Development Corporation (CCEDC), a 501(c)6 not-for-profit organization, is a public-private partnership dedicated to fostering a cooperative, county-wide approach to economic development. The CCEDC works to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and brings together community partners to support economic development by aligning interests through productive relationships, open dialogue, and advocacy efforts. CCEDC is funded by both the public and private sector, including the following local Champaign County governments: Champaign County, City of Champaign, City of Urbana, Village of Rantoul, and Village of Savoy.

Justine PETERSEN has not received any direct funding from local Champaign County governments within the last three years, other than the committed funds from Champaign County to establish the COVID-19 Recovery: Champaign County Small Business Microloan Fund (see more below-C.10.).

C.4. Please briefly describe how the stated cost for the project was determined (eg. the cost of previous similar programming administered by the applicant, the cost to other organizations of providing similar programs, estimated staff and facility costs generated by the program description).
A range of funding options - $175,000.00 to $475,000.00 - has been submitted with this application.

The suggested amounts are based on the establishment of similar programs in other markets (i.e. Springfield and Decatur) and what was approved by Champaign County.

COVID-19 Recovery: Urbana Small Business Microloan Fund (Justine PETERSEN)
Option 1: $475,000.00 total
Option 2: $325,000.00 total
Option 3: $250,000.00 total
Option 4: $175,000.00 total

See attachment "Urbana Small Business Microloan Fund Options_Justine PETERSEN" for a full breakdown of options, including expectations (of each option) for total businesses served, total revolving loan fund, the interest rate to borrowers, and a breakdown of the total request (loan reserve + interest rate support).

Example Microloan Product Description:

Loan Size: up to $50,000 or as approved by the Justine PETERSEN Underwriting Committee
Term: up to 72 months
Interest rate: 8-12% with no prepayment penalty
Collateral: Required on loans $3K+
Uses: Small Business capitalization

C.5. Will the requested funding amount be sufficient to fully administer the proposed project? What other funds, if any, are being pursued or have already been secured to pursue this project?
Any of the requested funding amounts would be sufficient to administer the project. However, the more funding that is committed directly translates into more businesses that can be served.

The Champaign County Economic Development Corporation and Justine PETERSEN submitted a joint proposal to Champaign County to establish the COVID-19 Recovery: Champaign County Small Business Microloan Fund. A total of $250,000 (ARPA) was dedicated by Champaign County to establish this fund ($200,000 Loan Reserve, $50,000 Interest Rate Support) and is currently in process.

Other Champaign County municipalities are exploring options with Justine PETERSEN to establish their own fund. Champaign County Economic Development Corporation is working with Justine PETERSEN to facilitate those conversations.

C.6. How does the applicant plan to continue or transition this project after ARPA funding has been exhausted?
The fund will continue to revolve in Urbana after the grant period.

CDFI Multiplier Effect: As borrowers repay their loans, CDFIs recycle money back into the community through new borrowers, multiplying the impact of each dollar on local economies. CDFIs are a proven model to create fair economic opportunity for all.

C.7. Are other organizations, other than the one listed at the top of this application, partnering together to execute this project?
The Champaign County Economic Development Corporation (CCEDC) is submitting this application in partnership with Justine PETERSEN. CCEDC, given the goals in its Strategic Plan and housing an Illinois Small Business Development Center, has taken the lead role in Champaign County to expand financing opportunities to area small businesses. CCEDC has committed its own funds to Justine PETERSEN in order to provide services in Champaign County, including a full-time staff member housed at the CCEDC office. The MOU with Justine PETERSEN provides support for dedicated staffing, public outreach, program coordination, credit building counseling, and back-office infrastructure for processing loan applications, underwriting loans, funding loans, and providing post-closing technical assistance.

CCEDC has committed to the following:
• Support regional outreach, workshops, and training sessions to promote Justine PETERSEN services and funds in Champaign County.
• Provide wraparound services via the Illinois Small Business Development Center at Champaign County EDC.
• Coordinate regional partnerships to support existing Justine PETERSEN services and utilize regional relationships to expand funds available to small businesses in the Champaign County area.

CCEDC is committed to working with regional partners on this effort, including the City of Urbana, New American Welcome Center at the University YMCA, Champaign County Regional Planning Commission, Champaign County Chamber of Commerce, Visit Champaign County, the Champaign County Black Chamber of Commerce, and more.

Justine PETERSEN has also entered into an MOU with Business Elevator, which offers training, consultations, and resources for microbusiness development for all aspiring microentrepreneurs (with a focus on BIPOC) to elevate capacity.

C.8. Describe the applicant's qualifications to:

- **Manage the awarded funds (including any previous experience with grants management).**
- **Carry out the work described in the previous questions.**

The Champaign County Economic Development Corporation has extensive grant management experience and expertise, as does Justine PETERSEN.

CCEDC prepares a grant application annually for the SBDC/ITC's core agreement with the state of Illinois and has done this successfully for many years. Additionally, the CCEDC applied for – and received – CARES Act funding via the Illinois SBDC network and a Community Navigator grant. Both grants were focused on supporting area small businesses. The CCEDC routinely assists other organizations in preparing grant applications for various federal and state opportunities related to economic and workforce development. CCEDC has a very strong accounting, recordkeeping and reporting system that allows for efficient, accurate, and timely management of all grants.

Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution (CDFI) has extensive grant management experience, including with the U.S. Small Business Adminsitration (SBA) and other local units of government.

C.9. How does the applicant plan to measure the success of the funded program? What specific metrics will be used? Using these metrics, what is the applicant's anticipated outcome of the program?
The success of the program will be measured by businesses served and dollars deployed. Additional tracking metrics and goals can be included in the agreement, including dollars deployed to minority businesses and/or dollars reserved via the dedicated Interest Rate Support fund for specific demographics.

Anticipated outcomes (estimated based on funding options):
Option 1: $475,000.00 total - 175-200 businesses served
Option 2: $325,000.00 total - 110-125 businesses served
Option 3: $250,000.00 total - 100-115 businesses served
Option 4: $175,000.00 total - 85-100 businesses served

C.10. Please describe any other COVID relief funding that your organization has received.
The Champaign County Economic Development Corporation and Justine PETERSEN submitted a joint proposal to Champaign County to establish the COVID-19 Recovery: Champaign County Small Business Microloan Fund. A total of $250,000 (ARPA) was dedicated by Champaign County to establish this fund ($200,000 Loan Reserve, $50,000 Interest Rate Support) and is currently in process.

Champaign County Economic Development Corporation also received $50,000 (ARPA) from Champaign County to support talent attraction initiatives in conjunction with Visit Champaign County.

D. Project Budget

Completed by carly@champaigncountyedc.org on 11/16/2022 5:59 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

D. Project Budget

Please provide the following information.

D.1. Please complete the table below to provide a general budget estimate for the proposed project

Line Item Budget Category	ARPA Funds Requested
Direct Financial Assistance – Direct monetary assistance to community members (Example: rent assistance or small business grants)	$475,000.00
	$475,000.00

D.2. Please complete the table below to provide an estimate of the project expenditure timeline. Federal regulations state that ARPA funds must be obligated (designated to projects) by December 31, 2024, and all funds must be fully spent by December 31, 2026.

2022	Total Expected ARPA Expenditures for the Year
2022	
2023	125000
2024	175000
2025	175000
2026	

D.3. The default expected funding format for ARPA recipients will be a quarterly reimbursement—meaning that recipients will pay ARPA project costs up front and be reimbursed by the city every three months. If necessary, applicants can negotiate for an alternative funding structure, on a case-by-case basis. Will the quarterly reimbursement structure be feasible for your project?

Yes

Please describe why quarterly reimbursement is not an appropriate funding structure for this project

E. Optional Attachments

Completed by carly@champaigncountyedc.org on 11/16/2022 5:59 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

E. Optional Attachments

Please provide the following information.

If the applicant wishes to provide additional attachments, please upload them here.
NOTE – Applicants may provide supplemental materials to their attachment, but application scoring will be solely based on the responses to the required questions.

Documentation

☑ **Additional Documentation**

Letter of Support_City of Urbana.pdf
JP Handout.pdf
EDC Strategic Plan - ENGAGE 2020-2023.pdf
CDFI Infographic.pdf
Urbana Small Business Microloan Fund Options_Justine PETERSEN.xlsx

Submit

Completed by carly@champaigncountyedc.org on 11/16/2022 6:07 PM

Case Id: 30374
Name: Champaign County Economic Development
Address: 1817 S. Neil Street

Submit

Please provide the following information.

☑ **Applicant's household, organization, and/or clients are located within the city limits of Urbana.**

☑ **Applicants may apply for multiple projects, but only one project per application.**

☑ **Urbana ARPA awards will be distributed on a reimbursement basis, unless otherwise negotiated.**

☑ **I certify that the grant will be used for agency purposes only and not for household, personal, or consumer usage.**

☑ **The proposed project meets at least one of the Urbana ARPA Funding Goals and at least one of the Federal Expenditure categories detailed above.**

☑ **If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the City of Urbana.**

☑ **Awards will be determined by the City of Urbana in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.**

☑ **I understand that all ARPA funds must be spent by December 31, 2026 and any funds not spent by this time must be returned to the federal government.**

☑ **If awarded, I or my organization intends to enter into a services contract with the City of Urbana and provide any required documentation at that time.**

☑ **I understand that, if awarded, I will be required to follow the ongoing federal reporting requirements (monthly/quarterly/annual) of the ARPA program.**

☑ **As part of the application process, Urbana City Council may provide time for applicants to present their projects to the city council. In this case, a representative of the applicant organization would be willing to provide a brief (5-10 minute) presentation to the Urbana City Council.**

☑ **I certify I am current on my federal and state tax payments.**

☑ **If the applicant organization is a corporation, not-for-profit corporation, limited partnership, limited liability company, or limited liability partnership, then this organization is in good standing with the Office of the Illinois Secretary of State or the relevant office in its state of incorporation.**

☑ **I certify that I have the authority to apply for this grant on behalf of the agency described herein.**

☑ **The Applicant(s) certify that all the information in this application and all the information in support of this application is true and complete to the best of the Applicant(s) knowledge. I/We are aware that all non-exempt information is subject to Illinois's Public Records Law.**

☑ **I certify that the information submitted is true and correct to the best of my knowledge. I understand that the City of Urbana will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.**

☑ **I understand that any willful misrepresentation on this statement could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000, or imprisoned not more than five years, or both."**

Signature
Carly McCrory-McKay
Electronically signed by carly@champaigncountyedc.org on 11/16/2022 6:07 PM

Today's Date
11/16/2022

CITY OF URBANA
Community Development Services Department
400 S Vine St • Urbana IL 61801 • (217) 384-2444 • urbanaillinois.us

November 14, 2022

Carly McCrory McKay
Champaign County Economic Development Corporation
1817 South Neil Street, Suite 100
Champaign, IL 61820

Dear Carly,

This letter is to express my support of a Justine Petersen loan fund for Urbana businesses.

This past year I was made aware of the Justine Petersen organization and the services they provide to help businesses and individuals who are unable borrow through traditional lending sources. Throughout my tenure working for Urbana I have met with numerous entrepreneurs and business owners who are seeking capital but are not eligible for loans through traditional banking due to a number of issues including poor credit, a minimal knowledge of borrowing requirements, or simply the lack of a relationship with a local banker. I appreciate that Justine Petersen offers resources such as credit building counseling, credit building loans, and small business loans to help create a new stronger foundation for individuals and businesses who want to improve and grow their personal and professional capacity.

Justine Petersen's mission statement, "…to connect institutional resources with the needs of low- to moderate income individuals and families, helping them to build assets and create enduring change…" resonates with those of us in government as a way to attack through education and support one of the issues that leads to poverty. I believe teaching people "to fish" will have exponential benefits to not only the financial health of those who are served but also to their mental health and growth.

I am quite pleased that Tristan Brown, a representative of Justine Petersen, is now housed in Champaign County and is available to meet one-on-one with our businesses. I believe his presence in our community will be key to better reaching those in need.

It is my opinion that a fund dedicated to Urbana businesses would be a beneficial tool for us to not only market to our business community but also track its impact on those who might fall through the cracks if such a program does not exist.

Sincerely,

Stepheny McMahon
Economic Development Supervisor

1023 N Grand Blvd, St. Lou s, MO 63106
800 E Monroe St. Spr ngf eld, IL 62701
2139 SW Adams St., 602
1817 S. Ne l Street, Su te 100, Char 320
(314) 533-2411 • https://www.just nepetersen.org/

justine PETERSEN
BUILDING ASSETS. CHANGING LIVES.



Building Assets. Changing Lives.

Justine Petersen Housing and Reinvestment Corporation (**Justine PETERSEN**) is a Missouri Not-for-Profit Corporation. Our mission is to connect institutional resources with the needs of low- to moderate-income families and individuals to build assets and create enduring change--not just for each family or individual that we assist, but the community as a whole.

In April 1999, Justine PETERSEN founded Great Rivers Community Capital (Great Rivers), a U.S. Treasury certified Community Development Financial Institution (CDFI), as a wholly-owned subsidiary. CDFIs are specialized institutions that work in markets that are not adequately served by traditional financial institutions. Great Rivers originates consumer, housing, and micro-enterprise loans to individuals and families without access to safe, affordable capital.

Our Impact

Since we began in 1997, Justine PETERSEN has:

Delivered credit building strategies and financial capability to nearly 36,000 people.

$3 million in mortgage loans to 500 borrowers for downpayment and closing costs, foreclosure prevention, and debt consolidation.

Originated $7 million in consumer loans to over 9,000 individuals nationally for credit building and for short-term emergencies.

Originated nearly $210 million in small business loans to 13,000 micro-enterprises including nearly $20 million in PPP lending.

Our Services



Micro-enterprise and Small Business Lending: provides financial support to almost 1,500 business owners with active loans. Justine PETERSEN loans vary between $300 and $250,000 with an average of 1,000 loans per year with a median loan size of just under $12,000.



Consumer Lending and Credit Building: We counsel over 1,600 people per year, supporting them to reach their financial goals of small business capitalization, homeownership, and financial stability. JP provides credit education and consumer lending to assist clients to reduce debt and payoff collections, manage active tradelines, and build savings through specific credit building products.



Housing and Homeownership Support: Justine PETERSEN has assisted almost 6,000 families to attain housing by providing housing counseling and homebuyer education. We also launched the Gateway Neighborhood Home Mortgage Fund, a collaborative effort between banks and community, to increase access to capital for housing in minority communities and reduce the appraisal gap.

CHAMPAIGN COUNTY ILLINOIS ECONOMIC DEVELOPMENT CORPORATION

ENGAGE
2020-2023

Champaign County Economic Development Corporation
STRATEGIC PLAN





OUR MISSION

The Champaign County Economic Development Corporation:

- is a public-private partnership dedicated to fostering a cooperative, county-wide approach to economic development,
- works to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and
- brings together community partners to support economic development by aligning interests through productive relationships, open dialogue, and advocacy efforts.

The Champaign County Economic Development Corporation accomplishes its mission with the following principles in mind:

- Listen, engage, and adapt.
- Communicate and connect.
- Be trustworthy and transparent.
- Provide excellent customer service.



2020-2023 STRATEGIC OBJECTIVES

- Business Outreach & Industry Engagement
- Workforce Development
- Regional Promotion & Talent Attraction
- Transportation & Logistics
- Small Business Development
- Regional Collaboration
- Economic Development in Minority Communities

BUSINESS OUTREACH & INDUSTRY ENGAGEMENT STRATEGIES

- Conduct business outreach visits with local employers
  - Visit non-retail companies annually to identify opportunities, challenges and workforce needs; involve other partners as requested and strategically appropriate
  - Connect company leadership to local service partners, business opportunities
  - Increase awareness of opportunities available through Workforce Innovation and Opportunity Act (WIOA)

- Conduct industry roundtables that create peer-to-peer relationships and dialogue leading to collaborative efforts
  - Host roundtables annually, based on geographical locations and/or industry needs
  - Be intentional about identifying and including minority-owned businesses

- Assist businesses in accessing public and private financial assistance and local, state, and federal grants

- Provide technical assistance to navigate regulatory processes and enter new markets

- Help new businesses find sites and recruit workers
  - Identify and pursue companies each year that would fill gaps in our supply chain
  - Identify and pursue companies each year that would benefit from our transportation logistics
  - Promote the county as a great place to work in multiple industries
  - Identify job skills needed for company's workforce and collaborate with partners to recruit workers and provide necessary training

- Compile, update, and advertise sites and buildings in Champaign County; build quick, flexible data presentation capabilities to differentiate our advantage in the site selection process
  - Incorporate geographical information systems (GIS) into the database management process
  - Create a bi-weekly reporting system for local brokers and property owners
  - Host a bi-monthly meeting for local brokers and property owners to stay engaged with properties and projects, create opportunity for communication and collaboration
  - Lead county responses to inquiries regarding site selection criteria and expansion opportunities for local businesses



A diverse economy is not just a lofty goal, but a must-have for ongoing regional prosperity.

BUSINESS OUTREACH & INDUSTRY ENGAGEMENT STRATEGIES CONTINUED

- Identify local industry clusters, local challenges to business growth, attraction opportunities, and talent development in the identified growth sectors of AgTech, MedTech, FinTech, Defense, Data Sciences, and Manufacturing

- Host public and private job fairs as necessary with regional partners to meet the needs of companies and promote the hiring of a diverse local workforce

- Work closely with municipalities to identify best practices and benchmark Champaign County for the creation and management of economic development incentives at the local level

- Identify shared skill needs to prepare joint workforce development and training programs to serve industry clusters, including technical talent recruitment and mid-level management needs

- Be the go-to source for workforce data and reports, including industry and occupation data related to jobs, growth, earnings, demographics, and more
  - On a quarterly basis, publish the following reports, available to investors and community stakeholders: Economy Overview, Highest Ranked Occupations, Gross Regional Product, and Job Posting Analytics
  - Publish the Top Employers Directory on an annual basis
  - Benchmark Champaign County on an annual basis using available tools and industry feedback, including demographic, social, industry, and occupation data

- Identify and work with partners to secure grant funding to support infrastructure, site development, workforce training, and other community/business assets

- Serve as the one-stop office for coordination of economic development projects in Champaign County

- Through the Economic Development Council, host quarterly meetings to share updates on economic development projects, including community partners of the EDC, and hear presentations from businesses, industry, and workforce development partners in Champaign County

- Create a **Business Outreach & Industry Engagement Task Force** that meets quarterly to share ideas, make connections, and hear updates on key programs from one another

- Programs / events / engagement:
  - National Manufacturing Day / Illinois Manufacturing Month
  - CATALYZE, A Professional Networking Event
  - University of Illinois – Chancellor's Economic Development Advisory Council

WORKFORCE DEVELOPMENT STRATEGIES

Access to a skilled workforce is the most important factor cited by businesses when making a decision on where to locate or expand.

- Work in conjunction with community partners to support a robust, diverse and resilient talent pool for existing and future businesses

- Engage with businesses to know their current and future talent demand as well as local and national trends; work with educational institutions to turn that information into training programs
  - Identify the most critical job needs in the region and appropriate learning pathways for those jobs, communicate those opportunities with students, parents, educators, and community organizations
  - Explore the implementation of a soft skills certificate program that is recognized as a standard in the county
  - Partner with agencies to increase minority employment in full-time jobs with benefits

- Partner with workforce agencies to develop policies that support businesses and workers alike

- Work with the Chancellor's ED Group Coding Bootcamp Work Team to develop a local coding academy to address the hiring needs of technical talent locally

- Create copy and materials that clearly identify career pathways through educational and workforce programs that exist in Champaign County

- Work closely with partners like the New American Welcome Center and Champaign County Black Chamber of Commerce to ensure that Champaign County is a place where newcomers, immigrants and minority-owned enterprises can thrive and flourish
  - Launch and build upon the Welcoming Economies Technical Assistance Pilot

- Create a Workforce Development Task Force that meets quarterly to share ideas, make connections, and hear updates on key programs from one another

- Programs / events / engagement:
  - #CTEinIL
  - Early College & Career Academy
  - ICATT Apprenticeship Program
  - New American Welcome Center
  - Workforce Innovation Board of East Central Illinois



REGIONAL PROMOTION & TALENT ATTRACTION STRATEGIES

- Develop and execute marketing and attraction strategies and campaigns to market Champaign County to existing and potential businesses and talent

- Explore collaboration opportunities with Parkland College and the University of Illinois to attract alumni back to the community, as well as retention opportunities while students are on campus

- Promote assets and programs/policies of Champaign County for the improvement of the county's image locally, national, and internationally

- Create a new suite of open source digital materials, including videos, to showcase the more traditional economic development assets of Champaign County as a tool for business retention and attraction

- Expand Chambana Proud program in partnership with Visit Champaign County (VCC) - and other appropriate community organizations - to include additional community promotional items to build community pride, create a newcomer program for newly-established community residents and remote workers, and continue to build the Champaign County Recruiters network of local HR professionals
  - In partnership with VCC, create and publish the Community Checklist on a quarterly basis for the Champaign County Recruiters network, which is geared towards new hires
  - Host roundtables and events for the Champaign County Recruiters network
  - Create a Welcome to Champaign County orientation session as part of the newcomer program, to take place twice per year

- Work with municipalities and other interested parties to create a unique incentive program to retain college graduates and attract new talent to the community

- Attend economic development and industry trade shows and conferences to build relationships and market Champaign County for business attraction

- Create a marketing strategy to promote Champaign to Decatur as the I-72 AgTech Corridor, highlighting our ag assets as a region; identify how we can work together more closely to not only collaborate with the existing resources we have, but increase opportunities for workforce training, business and talent attraction, and a general awareness of what's possible here through marketing and branding strategies



Marketing our region and attracting top talent is essential in fostering long-term employment growth.

REGIONAL PROMOTION & TALENT ATTRACTION STRATEGIES CONTINUED

- Support activities for individual and business recognition and celebration
- Create a Regional Promotion & Talent Attraction Task Force that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
  - Innovation Celebration
  - TechMix
  - Made in Champaign County
  - You're Welcome CU
  - Chambana Proud
  - Champaign-Urbana AgTech Week





FAQs

What is Economic Development?

Economic development is defined by the International Economic Development Council as the intentional practice of improving a community's economic well-being and quality of life. It includes a broad-range of activities to attract, create, and retain jobs, and to foster a resilient, pro-growth tax base and an inclusive economy. The practice of economic development is comprised of a collaborative effort involving industry, government and myriad community stakeholders.

Why invest in Economic Development in Champaign County?

Economic development is the core of well-being and quality of life for communities across the United States. It encompasses policies, programs, and activities that seek to create and retain jobs and ultimately facilitate economic growth. The Champaign County EDC works diligently every day to make our county's economic future as bright as it can be through robust, resilient, and inclusive actions that strengthen our local economy and quality of life.

TRANSPORTATION & LOGISTIC STRATEGIES

Enhance regional assets that move people and freight to make our region more competitive.

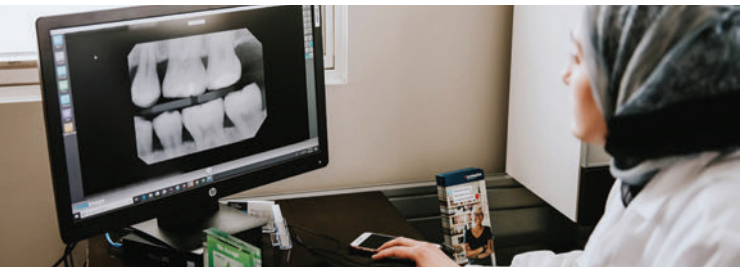
- Create an infrastructure network map to assist businesses needing to locate main transportation routes, fiber optic cable lines, electricity grids, and more
- Identify and support business opportunities as a result of the new port of entry located at Flightstar
- Work closely with Willard Airport staff, University of Illinois leadership, and community businesses to attract new air service development and enhance the visitor experience inside the airport terminal; grow community support of Willard Airport through local pledge campaign
- Focus on addressing challenges and taking advantage of opportunities identified in the Champaign County RPC's Champaign-Urbana Region Freight Plan, including the need for increased rail access, signage for freight routes across the county, and solutions for short-and long-term freight parking
- Support efforts to position Champaign County as a leader in autonomous vehicle research and development
- Continue work with regional partners to address passenger rail challenges of on-time performance, keep a focus of increased daily service routes
- Explore opportunities to enhance the airline industry resources that exist in Champaign County
- Programs / events / engagement:
  - Willard Airport – Executive Committee, Advisory Committee, Marketing Committee
  - Long Range Transportation Plan Steering Committee (Champaign County RPC)
  - Champaign County First



SMALL BUSINESS DEVELOPMENT STRATEGIES

More than half of Americans either own or work for a small business, and they create about two out of every three new jobs in the U.S. each year.

- Host and work to expand the Illinois Small Business Development Center, including the International Trade Center; continue relationship with Bradley University to offer PTAC services
- Assist businesses in accessing public and private financial assistance and local, state, and federal grants
- Work closely with municipalities and community partners to develop, manage, and provide resources to small business programs that support women and minority entrepreneurs





- Advocate for the state of Illinois to implement a matching grant program for SBIR and STTR grants, and other programs that would support the growth of small businesses in our region
- Develop training and workshops around small business needs locally, as well as state and national trends
- Work with partner agencies to develop more opportunities for access to capital for small business owners
- Expand access to SBDC advisors, implement technology solutions to better accommodate schedules and client sessions
- Transition the First Friday Group into a One Million Cups chapter in partnership with community partners engaged in entrepreneurship
- Create a Small Business Task Force (with SBDC Advisory Board) that meets quarterly to share ideas, make connections, and hear updates on key programs from one another
- Programs / events / engagement:
  - Illinois Small Business Development Center at Champaign County EDC
  - National Small Business Week
  - Small Business Saturday
  - First Friday
  - Bridge, Champaign County's Virtual Incubator

REGIONAL COLLABORATION STRATEGIES

Economic development is a team sport.

- Restructure and launch Illini Angels (previously the Urbana-Champaign Angel Network); mobilize network of angel investors, including alumni, who engage regularly and listen to presentations from local companies seeking investment

- Create a regional trailing partner (+1) program with regional EDO partners to assist talent in locating in our region and support employers who have a large regional presence







- Work with regional partners to enhance and expand broadband access in order to support business development, job growth, and economic opportunity

- Advocate for policies and programs through the state of Illinois that better align with workforce needs and business retention and attraction challenges and opportunities in order to better compete against other states for talent and projects

- Collect, strategize, and report the top five economic development priority projects from each municipality on an annual basis in order to be prepared for funding opportunities at the state and federal level

- Work with regional EDO partners to host foreign delegations to highlight our region's business strengths and opportunities for investment

- Champaign County First - Champaign County First is a united countywide effort to identify projects and/or initiatives that, when successfully completed, will greatly benefit the citizens of Champaign County; spur economic development; and improve the quality of life in Champaign County. Champaign County First partners are committed to advocating on behalf of the identified projects at the local, state and/or federal level with one voice in order to transform Champaign County.

- Programs / events / engagement:
  - Illinois Department of Commerce & Economic Opportunity
  - Regional EDO Group
  - Intersect Illinois
  - Cost of Living Index

ECONOMIC DEVELOPMENT IN MINORITY COMMUNITIES

Champaign County's economy is most successful when it benefits all members of our community. As such, we will be intentional in ensuring that community members who may not have benefited in the past are incorporated and supported in our collective efforts to grow the regional economy.

- In the Strategic Objective areas of Business Outreach and Industry Engagement, Workforce Development, Small Business Development Strategies, and Regional Promotion and Talent Attraction, promote and support intentional efforts for minority participation and inclusion through communication, collaboration and engagement with high growth business and industry sectors

- Encourage and support minority entrepreneurship, with a focus on high growth sectors, through collaborations and engagement with entities such as the U of I Research Park to gain exposure, identify mentors, secure internships, develop workshops, and facilitate access and engagement with the entrepreneur startup ecosystem in Champaign County



- Partner with local and regional financial institutions and governmental agencies to host and co-sponsor activities to increase access to startup capital, working capital and work to overcome barriers minority businesses experience in gaining access to capital for growth and expansion

- Advocate for and support the development of programs to promote procurement of goods and services based on separate goals for minority, women and veteran's business enterprises in the public sector

- Collaborate with the twenty largest private sector employers in Champaign County to plan and co-host a semi-annual minority-majority business-to-business match-making procurement event. Ensure all categories of operational and capital spending are eligible

Champaign County Economic Development Corporation
www.champaigncountyedc.org
(217) 359-6261
1817 S. Neil Street, Suite 100, Champaign, Illinois 61820

COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS (CDFIS) SHARE A COMMON GOAL OF EXPANDING ECONOMIC OPPORTUNITY IN LOW-INCOME COMMUNITIES BY PROVIDING ACCESS TO FINANCIAL PRODUCTS AND SERVICES FOR LOCAL RESIDENTS AND BUSINESSES. WHETHER IT'S THE CREDIT UNION DOWN THE STREET OR A NEARBY SMALL BUSINESS LOAN FUND, YOUR COMMUNITY MAY BE HOME TO AN ORGANIZATION KNOWN AS A CDFI.

WHAT ARE CDFIs?



CDFIs can be banks, credit unions, loan funds, microloan funds, or venture capital providers. CDFIs are helping families finance their first homes, supporting community residents starting businesses, and investing in local health centers, schools, or community centers. CDFIs strive to foster economic opportunity and revitalize neighborhoods.

FOR A COMMUNITY TO THRIVE ECONOMICALLY IT REQUIRES ACCESS TO BASIC FINANCIAL SERVICES, AFFORDABLE CREDIT, AND INVESTMENT CAPITAL. YET HISTORICALLY, FOR LOW-INCOME COMMUNITIES AND INDIVIDUALS, THAT ACCESS HAS OFTEN BEEN LIMITED.

HOW DID CDFIs BEGIN?



Beginning in the 1880s when the first minority-owned banks focused on low-income areas, community organizations have developed to provide needed financial services. From the creation of credit unions in the 1930s and 1940s and community development corporations beginning in the 1960s and 1970s, to the more recent emergence of non-profit loan funds in the 1980s, the predecessors to CDFIs sought to better the conditions in these economically underserved markets.

To support the emerging community development financial institutions, the Community Development Financial Institutions Fund, or CDFI Fund, was established by the Riegle Community Development and Regulatory Improvement Act of 1994. The CDFI Fund's purpose is to promote economic revitalization and community development in low-income communities through investment in and assistance to CDFIs.

FROM GRASSROOTS BEGINNINGS, CDFIS NOW FORM A ROBUST SECTOR WITHIN THE LARGER FINANCIAL SERVICES INDUSTRY.

WHAT DO CDFIs LOOK LIKE TODAY?

There are 1,000 CDFIs operating nationwide. They are a collaborative force that brings together diverse private and public sector investors to create economic opportunity in low-income communities. CDFIs continue to grow in size and impact, and to support community transformation.





DOES THIS SOUND LIKE YOUR ORGANIZATION?

If so, you may be eligible to become certified as a CDFI. Certification is the first step in entering our nationwide network of CDFIs. View our eligibility requirements and learn how to become certified as a CDFI (CDFIFund.gov).

WANT TO ENHANCE YOUR ORGANIZATION'S CAPACITY TO HELP YOUR COMMUNITY?

Learn how Certified CDFIs can participate in the CDFI Fund's competitive award programs (CDFIFund.gov).

Businesses Served	Revolving Loan Fund	Interest Rate to Borrower	Proposal Grant	Loan Reserve	Interest Rate Support	Notes
175-200	$ 3 500 000.00	8-12%	$ 475,000.00	$ 375 000.00	$ 100 000.00	
110-125	$ 2,250,000.00	8-12%	$ 325,000.00	$ 250,000.00	$ 75,000.00	
100-115	$ 2,000,000.00	8-12%	$ 250,000.00	$ 200,000.00	$ 50,000.00	This option was supported by Champaign County to estab ish the COVID-19 Recovery Champaign County Small Business Microloan Fund.
85-100	$ 1 750 000.00	8-12%	$ 175,000.00	$ 125 000.00	$ 50 000.00	
	These are the options for total amount of ARPA funds requested.					
	P ease note the Loan Reserve is the amount that everages funds for the Revolving Loan Fund.					
	P ease note the Interest Rate Support is opt onal.					

City of Urbana—ARPA Presentation

COVID-19 Recovery: Urbana Small Business Microloan Fund (Justine PETERSEN)

Urbana ARPA Funding Goal addressed by this project: Provide relief and support for local businesses

Question 1

What will be the lasting impact of this project, after ARPA funds run out?

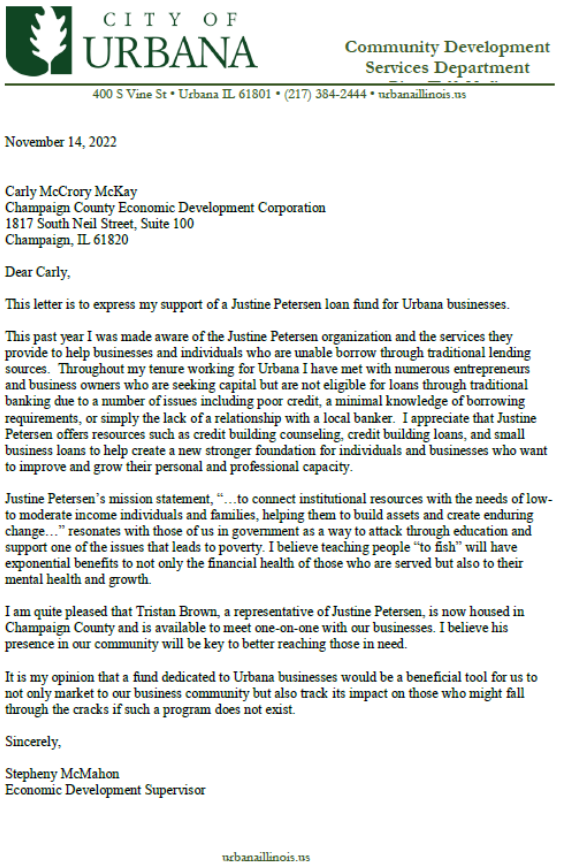
Businesses receive direct support via funding and technical assistance. This ensures borrowers reach their financial goals of small business capitalization and, ultimately, financial stability.

As borrowers repay their loans, CDFIs recycle money back into the community through new borrowers, multiplying the impact of each dollar on local economies. The Urbana Small Business Microloan Fund will continue to revolve in Urbana after the grant period. CDFI lending leads to small businesses and homeownership, creates living wage jobs, and fosters intergenerational wealth building through the delivery of financial asset-building products and services.

Question 2

Why would this project be the best use of City ARPA funds?

There is significant interest in access to loans of $50,000 or less. The Champaign County EDC has had conversations with multiple partners, including the City of Urbana, about establishing a microloan fund. Additionally, through working with small businesses in our community, access to funding is the #1 question we are asked besides how to get a business started.



CITY OF URBANA
Community Development Services Department
400 S Vine St • Urbana IL 61801 • (217) 384-2444 • urbanaillinois.us

November 14, 2022

Carly McCrory McKay
Champaign County Economic Development Corporation
1817 South Neil Street, Suite 100
Champaign, IL 61820

Dear Carly,

This letter is to express my support of a Justine Petersen loan fund for Urbana businesses.

This past year I was made aware of the Justine Petersen organization and the services they provide to help businesses and individuals who are unable borrow through traditional lending sources. Throughout my tenure working for Urbana I have met with numerous entrepreneurs and business owners who are seeking capital but are not eligible for loans through traditional banking due to a number of issues including poor credit, a minimal knowledge of borrowing requirements, or simply the lack of a relationship with a local banker. I appreciate that Justine Petersen offers resources such as credit building counseling, credit building loans, and small business loans to help create a new stronger foundation for individuals and businesses who want to improve and grow their personal and professional capacity.

Justine Petersen's mission statement, "…to connect institutional resources with the needs of low- to moderate income individuals and families, helping them to build assets and create enduring change…" resonates with those of us in government as a way to attack through education and support one of the issues that leads to poverty. I believe teaching people "to fish" will have exponential benefits to not only the financial health of those who are served but also to their mental health and growth.

I am quite pleased that Tristan Brown, a representative of Justine Petersen, is now housed in Champaign County and is available to meet one-on-one with our businesses. I believe his presence in our community will be key to better reaching those in need.

It is my opinion that a fund dedicated to Urbana businesses would be a beneficial tool for us to not only market to our business community but also track its impact on those who might fall through the cracks if such a program does not exist.

Sincerely,

Stepheny McMahon
Economic Development Supervisor

urbanaillinois.us

Question 3

Why are you confident that you can use these funds in accordance with federal guidelines and achieve demonstrable results in the required timeline?

Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution (CDFI) has extensive grant management experience with local, state, and federal governments, including the U.S. Small Business Administration (SBA). Additionally, other local units of government (i.e. Springfield, IL) have worked with Justine PETERSEN to establish these types of funds utilizing ARPA dollars. All scenarios require action in accordance with specific guidelines.

The Champaign County EDC also has extensive grant management experience and expertise, both for state and federal grants.

Proposed Budget

The success of the program will be measured by businesses served and dollars deployed. Additional tracking metrics and goals can be included in the agreement, including dollars deployed to minority businesses and/or dollars reserved via the dedicated Interest Rate Support fund for specific demographics.

Anticipated outcomes (estimated based on funding options):

Option 1: $475,000.00 total - 175-200 businesses served

Option 2: $325,000.00 total - 110-125 businesses served

Option 3: $250,000.00 total - 100-115 businesses served

Option 4: $175,000.00 total - 85-100 businesses served

JP has a proven track record of deploying capital to small businesses that are historically under-resourced. Capital is used to retain and create jobs as well as business growth and expansion.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (JUSTINE PETERSEN)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded $12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated $2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating $9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project *Urbana Small Business Microloan Fund* by Justine Petersen was allocated $250,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing $250,000 in ARPA SLFRF funds, for the purpose of *Urbana Small Business Microloan Fund*, performed by Justine Petersen, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

_____

Phyllis D. Clark, City Clerk

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

_____

Diane Wolfe Marlin, Mayor

CITY OF URBANA, ILLINOIS
EXECUTIVE DEPARTMENT

MEMORANDUM

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

FROM: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

DATE: May 11, 2023

RE: **An Ordinance Authorizing the Purchase of Certain Real Estate (1205 Bradley Avenue, Urbana, Illinois)**

Summary
Attached is an Ordinance authorizing the purchase 1205 W. Bradley Avenue (91-21-07-204-009) for $270,000. The property will be used for the construction of the replacement for Fire Station 3, which is currently located 1407 N. Lincoln Avenue.

Background
In 2019, the Facilities Master Plan identified Fire Station 3 as needing replacement. As part of the facility assessment, the Master Plan speculated a new station size of 5,000 to 7,000 square feet. As part of the fire station programing and budget supported by City Council (October 24, 2022 discussion), the new proposed Station 3 size is 8,489 square feet. Based off preliminary site plan layouts, development of a new station on the existing site creates a few significant challenges:

1. It would have shared easement access/egress with the adjoining commercial property.
2. There is limited ability to expand further due to existing zoning setback requirements.
3. There are operational ingress/egress challenges with needed parked located on the emergency exit side of the building.
4. There would be logistical issues with maintaining operations at the existing site during construction.

The Fire Station Open House on January 11, 2023 solicited feedback for station programing and location. Community feedback, while limited, supported an alternative location for Station 3.

New Site
The property at 1205 W. Bradley Avenue is a 1.76-acre corner lot situated at the southwest corner of Goodwin and Bradley Avenues. There is an existing vacant structure on the site that is dilapidated and would be demolished. This site has the following favorable attributes over the existing site:

1. A corner lot would provide better ingress/egress.
2. Ingress/egress safety would be improved due to lower traffic counts.
3. The location is near the existing site and would not be expected to significantly affect response times.
4. The larger site would allows for possible future expansion.
5. The Bradley Avenue site would allow operations at the existing site to continue unaffected during the construction period.

Fiscal Impact

The property would be purchased using available funds in Fund 200: Capital Replacement and Improvement Fund in project 40800 – City Facility Improvement. In the forthcoming 2023 Capital Improvement Plan, $10 million for fire station construction (total for both stations) is allocated for FY 24.

Options

If City Council approves the Ordinance, the City would close on the property at a mutually agreed upon date with the seller. The City would immediately begin preliminary site work needed to complete station design and maintain the existing construction schedule.

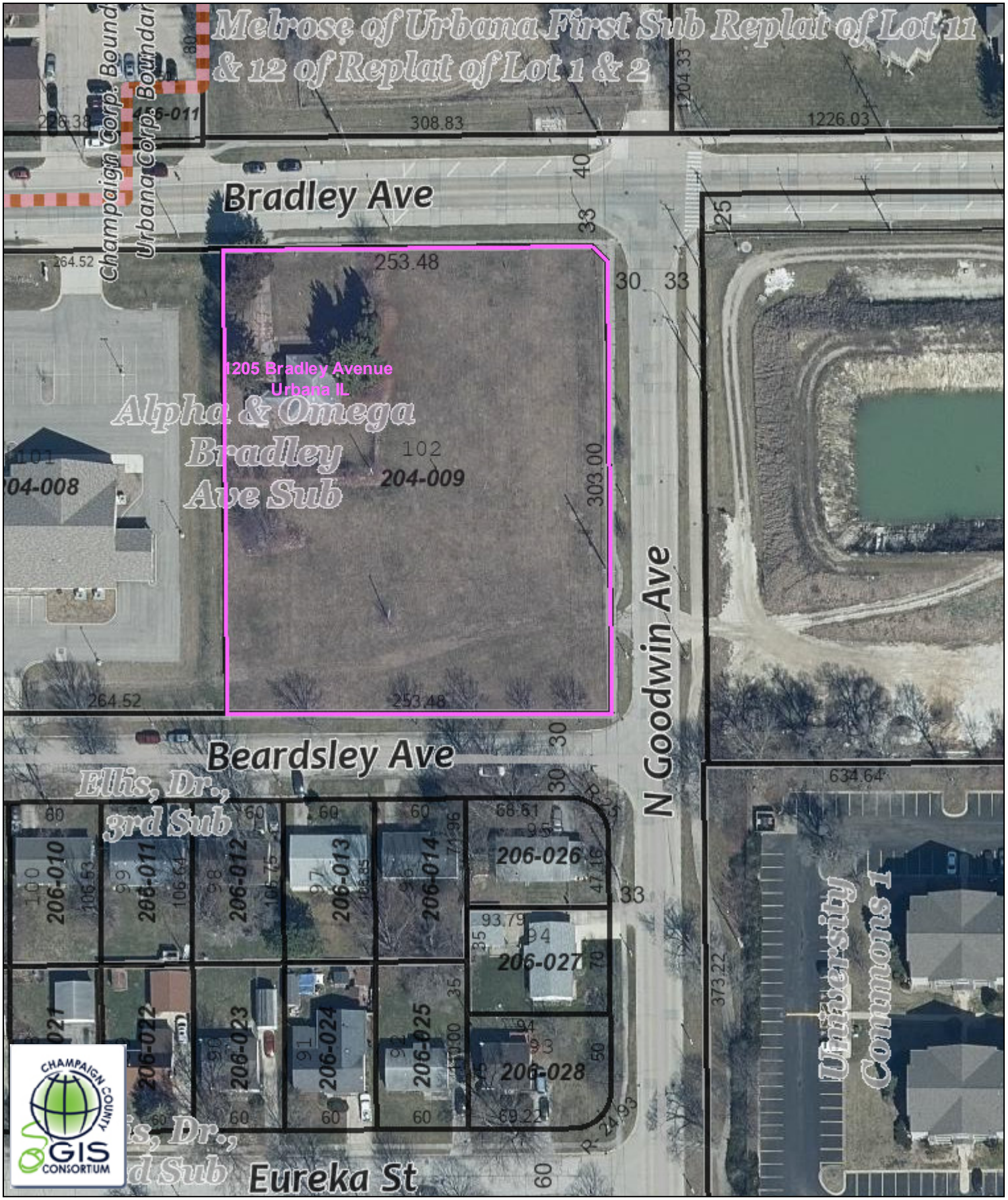
If City Council elects not to approve the Ordinance, replacement of Fire Station 3 would either occur on the existing site with the aforementioned site challenges or be delayed as a new alternative site is secured.

Attachments

1. Site Map
2. Contract for Sale
3. An Ordinance Authorizing the Purchase of Certain Real Estate (1205 Bradley Avenue, Urbana, Illinois)

1205 Bradley Avenue Location Map

Item I1.



This map application was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), 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.

60 Feet

NORTH

Date: Tuesday, May 9, 2023

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT (**"Contract"**) is made and entered into by and between MOHAMMAD ABED, an individual, (the **"Seller"**), and THE CITY OF URBANA, ILLINOIS, an Illinois municipal corporation, (the "**Buyer**")

1. COVENANT OF SALE AND PURCHASE. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, at the purchase price set forth below, and on the terms and conditions set forth in this Agreement, the property, the legal descriptions of which are listed on Exhibit A ("**Real Property**" or "**Property**") described in **Exhibit A**, together with (a) all rights, easements and interests appurtenant thereto and (b) all improvements located on the Land, including, but not limited to, all systems and utilities associated therewith (all such improvements being referred to herein as the "**Improvements**"). The use of the term "Real Property" or "Property" in this Agreement shall be deemed to include the Improvements, and all rights owned by Seller in connection with the Real Property and/or Improvements, as described in this Section 1 and otherwise by this Agreement.

2. PURCHASE PRICE. Buyer agrees to pay to Seller the total sum of TWO HUNDRED SEVENTY THOUSAND DOLLARS ($270,000.00) (the "**Purchase Price**"), plus or minus credits and prorations, to be paid at closing by wire, bank draft or other form of payment acceptable to Seller.

3. CLOSING. Closing (the "**Closing**") will occur on Month XX, 2023, or at such time as the parties may mutually agree upon in writing, and Buyer shall take possession of same upon Closing and payment in full of the Purchase Price associated with such lot, less credits as set forth herein.

4. TRANSFER TAX AND REAL ESTATE TRANSFER DECLARATION. Seller shall pay any transfer tax imposed by law on the transfer of title and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

5. REAL ESTATE TAXES. Seller shall pay all real estate taxes and special assessments for 2022 and earlier years, prior to or at closing. Real estate taxes that are not a lien as of the date of Closing shall be prorated to date of closing, based on the estimated amount calculated in consideration of the most recently available assessment.

6. EVIDENCE OF TITLE. Seller shall deliver or cause to be delivered to Buyer a title commitment for an Owner's Title Insurance Policy issued by [insert] Title, in the amount of the Purchase Price, covering title to the Real Estate, within 10 days prior to Closing, showing title in the Seller subject only to (a) the standard conditions, stipulations, or general exceptions contained in the owners policy issued by that company; (b) real estate taxes that are not yet due and payable; (c) zoning; (d) covenants and restrictions of record; and, (e) title exceptions which

may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of a deed.

7. DEFAULT. In the event Buyer shall fail to make any of the payments required under this Contract and the default in payment continues for a period of 15 days after Buyer's receipt of written notice of default from the Seller, the rights of the Buyer hereunder shall be terminated and Seller shall retain any earnest money payments made by Buyer and Seller may pursue any and all of its lawful and/or equitable remedies.

8. RESPA. The parties hereto shall comply with the Real Estate Settlement Procedures Act of 1974 (RESPA) if applicable and shall promptly furnish all information and execute all documents required for such compliance.

9. CONSTRUCTION. The language used in this Contract shall be deemed to be the language approved by all parties to the Contract to express their mutual intent and no rule of strict construction shall be applied against any party.

10. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the laws of the State of Illinois.

11. MERGER. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in the Contract.

12. ATTORNEY'S FEES. Default by any party to this Contract shall entitle the non-defaulting party to claim as damage all reasonable costs, attorneys' fees and expenses incurred in connection with either the enforcement of this Contract or suit to recover damages for any breach of this Contract.

13. NOTICES. Any notice required under the Contract to be served on either Seller or Buyer shall be personally delivered or shall be mailed by certified mail to Seller at 400 S. Vine Street, Urbana IL 61801 Attn: Legal Division, and to Buyer at Mohammad Abed, 37 Lakeshore Dr. Danville IL 61732.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile, electronic mail and other electronic means shall be accepted in lieu of original signatures.

15. TIME IS ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of the Contract, and all the agreements contained herein shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

16. BROKERAGE. Neither Party has or will incur the responsibility to pay a finder's fee or commission of any sort related to the sale of the Real Property under this Agreement. No brokerage fees will be incurred in connection with this transaction.

17. BUYER CONTINGENCIES. Buyer's obligation to close will be contingent upon the purchase being approved by the Buyer's City Council, and upon Buyer being satisfied with the results of any environmental investigations, inspections or screenings that Buyer may choose to have performed, all of which shall be at Buyer's expense. Buyer will notify Seller as soon as reasonably possible if Buyer becomes aware that either of such contingencies will not be satisfied.

18. CLOSING DELIVERIES.

Seller's Deliveries. At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following, in form and substance reasonably acceptable to Purchaser and the Title Company, as applicable:

Deed. The Trust Deed (as defined above), executed by Seller in recordable form conveying the Real Property to Purchaser free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.

Transfer Declarations. Signed state, county and municipal real estate transfer declarations, as applicable.

ALTA Statement. An ALTA Statement executed by Seller in form and substance reasonably acceptable to the Title Company and to Purchaser.

Title Policy. The Title Policy issued by the Title Company in favor of Purchaser dated as of the date of recording of the Deed in the amount of the Purchase Price, with such endorsements and otherwise in accordance with the requirements herein (it being understood that Seller will provide any certificates or undertakings required in order to induce the Title Company to insure over any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file).

Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

Other. Such other corporate and other documents and instruments as may reasonably be required by Purchaser, its (or its underwriters' or lenders') counsel or the Title Company and that may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

Purchaser's Deliveries. At Closing, Purchaser shall deliver, or cause to be delivered to Seller, Purchaser's executed original counterpart of:

The Closing Statement.

The Urbana City Council Ordinance authorizing the purchase of the Real Property at the Purchase Price.

State, county and municipal real estate transfer declarations, as applicable.

Such other corporate and other documents and instruments as may reasonably be required by Seller or the Title Company and that may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

The net amount due to Seller hereunder.

19. SELLER REPRESENTATIONS. Seller warrants to Buyer that no materials, labor or services have been provided to Seller with respect to the Real Estate within four months prior hereto and that no such materials, labor or services shall be provided with respect to said real estate prior to closing other than materials, labor and services for which payment-in-full has been made to the proper party therefor and for which no lien may reasonably be asserted against the Real Estate.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

SELLER:

Mohammad Abed.

BY: _____

Date: May 9, 2023

BUYER:

City of Urbana, Illinois

By: ____
Diane Wolfe Marlin
Mayor

Date:
ATTEST:

_____
Phyllis D. Clark, City Clerk
City Clerk

Ordinance No. 2023-

Exhibit A

Legal Description

Lot 102 in Alpha and Omega Ave Subdivision, as per Plat recorded as Document Number 2013R07768, situated in Champaign County, Illinois.

More commonly known as 1205 W. Bradley Ave., Urbana, IL, 61801

(Permanent Index Number: 91-21-07-204-009)

CITY OF URBANA

City Administrator
Carol J. Mitten

400 S Vine St • Urbana IL 61801 • (217) 384-2454 • cjmitten@urbanaillinois.us

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Carol Mitten, City Administrator
DATE: May 11, 2023
SUBJECT: An Ordinance Authorizing the Acquisition of Certain Real Estate (131 and 205 N. Race Street, Urbana, Illinois; PINs: 91-21-08-453-017 and -018)

Introduction: City staff recommends purchasing the site of the former Urbana School District #116 headquarters and adult education building in order to support its redevelopment and advance the purposes of the Central TIF District.

Background: The Urbana School District #116 has attempted to find a purchaser for their headquarters building twice in recent years. School districts are subject to State law that defines the process by which this must be accomplished. In short, they must obtain an appraisal and establish a minimum asking price based on that appraisal. The property then goes through an auction, and the District is precluded during the auction process from accepting any offer less than the minimum price. If the auction is unsuccessful, then the School Board can decide to list the property with a broker and attempt to sell it through a conventional process of listing and receiving offers.

Approximately a year ago, the property was listed for sale with a broker at $1,150,000 after a previous unsuccessful auction at $950,000. More recently, an auction was held with a minimum bid of $450,000; the only bid that was received was in the amount of $113,000. Because the bid was received in the context of the auction, the School District was unable to accept it because it was less than $450,000.

Discussion: The City is keenly interested in the future redevelopment of the subject property, because it 1) is part of the Central TIF District; 2) is located along Race Street, which is an important corridor in our Downtown; and 3) abuts the Boneyard Creek and is proximate to the Boneyard Creek Crossing, which is a focal point for Downtown activation.

When the decision was made several months ago to port money from the TIF 2 District (which was being closed) into Central TIF, one of the possible expenses that staff anticipated was the demolition cost of the School District building. Although the City could use TIF dollars to demolish the School District building whether or not the site were owned by the City, City ownership of the site would maximize both flexibility and control over the developer selection, development schedule, and ultimately what type of project is built there.

City staff approached the School District with the offer to match the bid that they received as part of the auction process, rather than have the School District again engage a commercial broker and

attempt to sell the property through the traditional listing process. The School Board is amenable to committing the terms of that proposal to writing for consideration by the respective public bodies.

School District staff have requested flexibility in the timing of the closing to allow them to vacate the building.

Recommendation: I recommend that City Council approve the attached Ordinance, which would allow the City to purchase the subject property in the amount of $113,000.

Attachments: Draft Ordinance
Draft Contract of Sale

ORDINANCE NO. _____

AN ORDINANCE
AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE
(131 and 205 N. Race Street, Urbana, Illinois)

WHEREAS, the City of Urbana, Champaign County, Illinois (the **"City"**) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the Corporate Authorities of the City may authorize; and

WHEREAS, the Corporate Authorities of the City have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the City to acquire certain real estate in order to promote and protect the health, safety, and welfare of the public, particularly future development; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for the Sale and Purchase of Real Estate (the **"Contract"**), a copy of which is attached hereto and incorporated by reference herein, by and between the entity listed below, as Seller, and the City, as Buyer, whereby the Seller agrees to sell and the City agrees to purchase the certain parcel of real estate, together with related improvements and appurtenances located thereon (as more particularly described in the Contract, the **"Premises"**) set forth below:

Urbana School District 116
P.O. Box 3039
Urbana, IL 61803-3039
PINs: 91-21-08-453-018; 91-21-08-453-017
Purchase Price: $113,000.00

; and

WHEREAS, the Purchase Price for the Premises is shown above.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the acquisition of the Premises by the City from the Seller for the purposes as set forth in the preambles and recitals of this Ordinance and under such terms and conditions as set forth in the Contract be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the City, the Mayor is hereby authorized to execute and deliver the Contract, and the City Clerk is hereby authorized to attest the same.

Section 3. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file all such supplemental documents,

agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Ordinance and the consummation of the conveyance of the Premises to the City in accordance with the respective terms, conditions and undertakings of the Contract.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting held on the date set forth below upon a roll call vote as follows:

PASSED BY THE CITY COUNCIL this _____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2023.

_____
Diane Wolfe Marlin, Mayor

CONTRACT FOR SALE OF REAL ESTATE

This Contract For Sale Of Real Estate ("Contract") is made between Urbana School District #116 (the "Seller"), and the City of Urbana, Illinois, an Illinois Municipal Corporation (the "Buyer") (collectively the "Parties"), and is effective on the last date signed by a party hereto ("Effective Date").

WITNESSETH

The Parties agree as follows:

1. **Premises**. The Seller agrees to sell and the Buyer agrees to purchase the real estate (the "Premises") located at 131 and 205 N. Race Street, Urbana, Illinois, and having permanent index numbers of 91-21-08-453-018 and 91-21-08-453-017, together will all improvements and appurtenances thereon, if any. The legal description of the Premises is attached hereto as Exhibit A and is made a part hereof.

2. **Purchase price**. The purchase price is $113,000.00, minus credits and prorations allowed by the Parties under this Contract. The purchase price is due and payable at the closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to the Seller.

3. **Condition of Premises**. Buyer acknowledges having inspected the Premises and improvements thereon, if any, and being acquainted with the condition thereof. Except as provided in section 11, the Buyer accepts the Premises in its "**AS-IS**" condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of the Seller to make any alterations, repairs or other improvements. Seller disclaims all warranties express or implied as to the condition of the Premises. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession.

4. **Due Diligence**.
   (a) For a period of 45 days after the Effective Date (the **"Due Diligence Period"**), Buyer, its agents, engineers, employees, attorneys, accountants, contractors and surveyors shall have the right to conduct all tests, inspections, feasibility and other studies and all other investigations concerning the Premises that Buyer may reasonably require (including, without limitation, environmental tests and assessments, inspection of the physical condition of the Premises, investigation of zoning and other legal requirements, review of financial information concerning the Premises, and investigation of financing for the acquisition of the Premises) to determine whether the Premises is satisfactory to Buyer. All such investigations and studies shall be performed at Buyer's expense.
   (b) If Buyer, in its sole and absolute discretion, is dissatisfied with the Premises based on the tests, inspections, studies, investigations and review of documents

described above, or for any other reason whatsoever, then Buyer may terminate this Agreement by giving written notice to Seller of such termination at any time on or prior to the last day of the Due Diligence Period. In the event that Buyer terminates this Agreement as provided for herein, all Due Diligence Documents and all copies thereof shall be returned promptly to Seller. Upon such termination, the Earnest Money shall be returned to Buyer and, except as otherwise provided in this Section, neither party shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of its intent to terminate this Contract prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Contract shall be waived and become null and void and shall constitute Buyer's acceptance of the Property in its **"AS-IS"**, **"WHERE-IS"** condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements.

(c) Neither Buyer, nor any of its agents or representatives, shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Contract.

5. Deed. The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in section 7(B), to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

6. Encumbrances. Seller expressly warrants that no contracts for the furnishing of any labor or materials to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures will, at the time of closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not, at the time of closing, be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending re-zoning, re-assessment or special assessment proceedings affecting the Premises.

7. **Title**.

A. Within a reasonable time after execution of this Contract, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County committing the company to issue a title policy in the usual form insuring title to the Premises in the name of the Buyer for the

amount of the purchase price. The costs of such title insurance shall be borne by the Parties as is usual and customary.

B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements apparent or of record that do not underlie the improvements, covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises. The Seller also shall execute and deliver to the Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above. If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any exception which may be removed by the payment of money may be cured by paying the amount at or prior to Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

8. **Taxes and assessments**. The Premises, while owned by Seller, has been exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75. Buyer shall be responsible for any and all real estate taxes accruing on and after the date of closing. The Seller represents to the Buyer that no bills for utilities or other taxes associated with the Seller's possession and use of the Premises will be outstanding and not fully satisfied at the time of closing.

9. **Inspections.** All inspections required by Buyer shall be at Buyer's expense unless otherwise expressly provided in this Contract.

10. **Closing; possession**. The Parties shall hold the closing no later than thirty (30) days after the due diligence period provided in Paragraph 4 ("Closing Date"), unless an extension is requested by the Seller. The Seller may request an extension of the Closing Date for any reason, provided that in no case shall the Closing Date be later than six months after the Effective Date. The closing will take place at such place as the Parties may agree. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.

11. **Personal Property.** No items of personal property are included in this sale.

12. **Environmental disclosure**. The Seller has disclosed to the Buyer any and all information known to the Seller of any environmental condition that may affect the marketability or usability of the Premises. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the

Premises or its use for a commercial or residential purpose, the Buyer may terminate this agreement by written notice to the Seller.

13. Representations and Other Obligations.

(a) Each of the Parties represents and warrants, as of the Effective Date of this Contract and as of the Closing Date (i) that they have legal right, power and authority to execute and fully perform their obligations under this Contract and (ii) that the persons executing this Contract and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this paragraph shall survive the Closing.

(b) If, prior to closing, all or any portion of the Premises is damaged by fire or other natural casualty, or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings, then either party may elect to terminate this Contract by giving notice of such termination to the other. If no such notice is given, Buyer shall take the Premises **"AS-IS"** and this agreement shall continue in accordance with its terms.

14. **Default**.

(a) The failure of either of the Parties to timely perform any obligation or condition contained in this Contract shall constitute a **"Default"** under this Contract.

(b) Upon the occurrence of a Default, the party claiming the Default (the **"Non-Defaulting Party"**) may serve written notice of the Default upon the other party (the **"Defaulting Party"**), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Contract as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

(c) The remedies set forth in subparagraph (b) above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

(d) If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Contract, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Contract.

15. **Entire agreement**. This Contract 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 modified except by a writing signed by both Parties. The exhibit to this Contract is incorporated herein by this reference thereto.

16. **Notices**. Except where the terms of this Contract expressly provide otherwise, the Parties shall give all notices required or permitted by this Contract in writing, addressed

as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller	Buyer
Urbana School District #116	City of Urbana
Attn: Chief Financial Officer	Attn: City Administrator
1101 E. University Avenue, Suite B	400 S. Vine Street
Urbana, IL 61802	Urbana, IL 61801

17. **Survival of agreement**. All of the covenants, warranties, representations, and agreements contained in this Contract that were not performed at the time of the closing will survive such closing for one year and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

The Parties are signing this agreement on the dates indicated opposite their signatures.

Seller:
Urbana School District #116

_____ _____
Name/Title Dated

_____ _____
Name/Title Dated

Buyer:
City of Urbana

By: _____ _____
Diane Wolfe Marlin Dated
Mayor

ATTEST:

_____
Phyllis D. Clark
City Clerk

Exhibit A
Legal Descriptions

Parcel 1: Lots pt 5, pt 6 Park's, William, Add of Out Lots

PIN: 91-21-08-453-018
Commonly known as: 131 N. Race St., Urbana

Parcel 2: Lots pt 3, pt 4, pt 5, pt 6, pt 7, pt 8, pt 9, pt 10, pt 11 Besore, George, and C.A., Sub and other land

PIN: 91-21-08-453-017
Commonly known as: 205 N. Race St., Urbana