



**DATE:** Tuesday, January 21, 2025  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## AGENDA

*Chair: James Quisenberry, Ward 7*

**A. Call to Order and Roll Call**

**B. Approval of Minutes of Previous Meeting**

1. 12-02-2024 Committee of the Whole Minutes

**C. Additions to the Agenda**

**D. Presentations and Public Input**

1. Silver Hearts Update – Giovanna DiBenedetto

**E. Staff Report**

1. State of UPD – PD

**F. Old Business**

1. **Ordinance No. 2024-12-042:** An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases – CM's Wilken and Kolisetty

**G. New Business**

1. **Ordinance No. 2025-01-001:** An Ordinance Establishing Authority to Execute Municipal Electric Aggregation Agreements – PW
2. **Resolution No. 2025-01-010R:** A Resolution Approving and Authorizing the Execution of a Grant Agreement for the FY23 Safe Streets and Roads for All Grant between the Champaign County Regional Planning Commission and the City of Urbana – PW
3. **Ordinance No. 2025-01-002:** An Ordinance Amending Chapter 9 of the Urbana City Code Concerning Food Licenses – HRF
4. **Ordinance No. 2025-01-003:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #5 – Omnibus) – HRF
5. **Resolution No. 2025-01-009R:** A Resolution Approving an Intergovernmental Agreement with Champaign-Urbana Public Health District to Jointly Issue Health Permits and City Food Handling Licenses – HRF

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

- [6.](#) **Resolution No. 2025-01-001R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Children’s Home (FY 2024 – 2025) – CD
- [7.](#) **Resolution No. 2025-01-002R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Township (FY 2024 – 2025) – CD
- [8.](#) **Resolution No. 2025-01-003R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Sola Gratia Farm (FY 2024 – 2025) – CD
- [9.](#) **Resolution No. 2025-01-004R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – STEAM Genius (FY 2024 – 2025) – CD
- [10.](#) **Resolution No. 2024-01-005R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana Park District (FY 2024 – 2025) – CD
- [11.](#) **Resolution No. 2025-01-006R:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana School District #116 (FY 2024 – 2025) – CD
- [12.](#) **Resolution No. 2025-01-007R:** A Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2024-2025) – Exec
- [13.](#) **Resolution No. 2025-01-008R:** A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement (Experience Champaign Urbana, Fiscal Year 2024-2025) – Exec
- [14.](#) **Resolution No. 2025-01-011R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class R&T-1 Designation for Urbana Gardens Restaurant, Inc. D/B/A Maple & York, 810 West Killarney Street, Urbana, Ill. – Exec
- [15.](#) **Resolution No. 2025-01-012R:** A Resolution Authorizing Intervention Before the Illinois Property Tax Appeal Board – Exec

## **H. Discussion**

- [1.](#) Alternative Response Task Force RFP Continuing Discussion – Exec

## **I. Council Input and Communications**

## **J. Adjournment**

## **PUBLIC INPUT**

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

### **Email Input**

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

### **Written Input**

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

### **Verbal Input**

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

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

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

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

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

**Accommodation**

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

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



City of Urbana  
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[www.urbanaininois.us](http://www.urbanaininois.us)

## MEMORANDUM TO THE CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole  
**Subject:** Supplemental Staff Response to Proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases)

### Summary

This memo is provided as a supplement to the Initial Staff Response to Proposed Ordinance No. 2024-12-042, which was scheduled to be considered at the January 6, 2025 Committee of the Whole.

### Discussion

#### *Additional Background Information*

Staff have prepared additional background information related to the proposed Ordinance.

The following is a list of technology owned by the Urbana Police Department (UPD) that is capable of being used for surveillance. It should be noted that this list reflects what would be included as “surveillance technology” under the definition in the proposed Ordinance. UPD does not use any of these items for surveillance. Particularly in the case of body-worn cameras (BWCs) and squad car cameras, these are used primarily as police accountability tools.

The technology items are listed in two categories: law enforcement-specific technology and technology available to the general public.

#### Law Enforcement-Specific Technology

- Motorola V700 BWCs (60) – the current set of BWCs is the replacement for the original set that was purchased about five years ago. The use of BWCs by the UPD is required by State law.
- Motorola M500 Squad Car Cameras (15) – purchased at the same time as the current BWCs. These are not required by State law, but are a long-standing best practice.
- SIMSI – SIMSI is a data analytics tool that identifies spatial patterns of human behavior (aggregated not individuals). The purpose of this software is for a one-year pilot to assist with the efficient placement of officers based on existing patterns of potential problems. It is like a more granular and sophisticated set of heat maps.

#### Publicly Available Technology

- Security cameras at 610 Glover (3) – there are two interior cameras and one exterior camera. These cameras provide protection to the Police Department’s evidence storage. One Lieutenant has real-time access to these cameras.
- “Spy” pens (2) – these pens have audio recording capability only. They were purchased to assist the Police officers who were investigating a spying allegation against a School District employee several years ago. These have never been used.
- Mini camera (1) – a camera about the size of a deck of cards. Not in use.
- Trail camera (1) – not in use.
- Night vision monocular – very old; not in use.
- Key fob camera – this is a camera that is made to look like a vehicle key fob. Very old; not in use.
- FLIR Scout III monocular – this is a thermal viewer for night vision. This version has been discontinued by the manufacturer. The City’s monocular is very old and not in use.
- Blink cameras (10-15) – some of these cameras were purchased and some were donated for distribution to members of the community. They are not used by the Police Department.

*Recommendation*

Staff’s recommendation is for the City Council to provide guidance as to any narrowing of the scope of the proposed Ordinance that they would support in order for staff to focus their efforts on further responding to the proposal.

Originated by: Dave Smysor, Deputy Police Chief

Reviewed: Larry Boone, Chief of Police  
Carol Mitten, City Administrator  
Matt Roeschley, City Attorney

Approved: Diane Wolfe Marlin, Mayor



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## MEMORANDUM TO THE CITY COUNCIL

**Meeting:** January 6, 2025, Committee of the Whole  
**Subject:** Initial Staff Response to Proposed Ordinance No. 2024-12-042 (An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases)

### Summary

#### *Action Requested*

Based on the complexity of the implications of proposed Ordinance No. 2024-12-042, staff are requesting that the proposed Ordinance be kept in the Committee of the Whole. In addition, staff request that the scope of the proposed Ordinance be narrowed significantly to address Police Surveillance Technology only.

#### *Brief Background*

At the December 16, 2024, Committee of the Whole, Councilmembers Kolisetty and Wilken introduced proposed Ordinance No. 2024-12-042. There had been no prior consultation with staff related to the specific content of the proposed Ordinance. Inasmuch as the December 16 meeting was on the cusp of the winter holiday break, the Mayor requested time for staff to begin to compose a response and the proposed Ordinance was kept in Committee.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

As currently written, the proposed Ordinance would have a significant impact on the operations of the Urbana Police Department (UPD). There would be direct and indirect implications for nearly every aspect of Police operations, including dispatch (through METCAD), record keeping (partially through METCAD), FOIA responses, emergency response, criminal investigations, general communications, training, cross-jurisdictional cooperation, security planning for large-scale outdoor public events, and staffing.

#### *Strategic Goals & Plans*

The proposed Ordinance does not directly address any of the Mayor/Council Strategic Goals for 2024-2025.

*Previous Council Actions*

There are no previous Council actions directly related to this Ordinance or this broad subject matter. The memo attached to the proposed Ordinance (no author initially identified) mentions various efforts that have been made over time by the current Council to regulate the use and purchase of police surveillance technology in Urbana on a much narrower scale.

**Discussion***Additional Background Information*

There are many operational impacts that would result from the proposed Ordinance, which staff are just beginning to examine and assess. As a starting point, we have begun with the factual foundation by identifying what technology and databases would potentially be impacted by this Ordinance. Given the limited availability of staff over the holiday break, we began with a list of databases that are either in use or available for use by the UPD. The list that we have compiled thus far is attached.

The scope of the proposed Ordinance is so broad that myriad other databases potentially implicated have not yet been included in the attached list. These would include databases that are publicly accessible (e.g., LinkedIn, YouTube, etc.) and those that are potentially accessible with a search warrant (e.g., Facebook account information, Google metadata, etc.).

Some information has been provided regarding ordinances that have been implemented in other jurisdictions. These have been represented as being similar in nature to the proposed Ordinance, which draws heavily on input from the American Civil Liberties Union. However, none of the ordinances that we have reviewed thus far is as broad in scope as that proposed here. The ordinances staff has reviewed so far are limited in scope to law enforcement surveillance technology. To date, no similar ordinances have been found from agencies with which UPD most often coordinates, i.e., City of Champaign, University of Illinois, or Champaign County Sheriff's Office.

*Operations Impact*

Staff is not yet prepared to discuss the full breadth of the operational impacts of this proposed Ordinance, but the impacts would be substantial. As mentioned above, they would include dispatch, record keeping, FOIA, emergency response, criminal investigations, general communications, training, cross-jurisdictional cooperation, security planning for large-scale public events, and staffing. Among the most significant effects would be those aspects of Urbana law enforcement that are performed collaboratively. For example, if some database that is used by METCAD was not authorized for use by UPD, and the METCAD Policy Board and Executive Director would not agree to discontinue using it, Urbana's only recourse would be to stand up its own dispatch system, at great expense both financially and from a regional efficiency and effectiveness standpoint.

A more detailed exploration of the operational impact of this proposed Ordinance will be provided in a future memo.

*Policy or Statutory Impacts*

Clearly there are policy implications related to this proposed Ordinance. More time is needed to explore the full extent of the impacts. Among other things, the draft Ordinance calls into question the extent to which the UPD could maintain the confidentiality of its (and its regional partners') law enforcement practices. Likewise, the confidentiality of law enforcement records that would reveal unique and specialized investigative techniques and are exempt from disclosure under FOIA could be eroded or nullified as a result of this proposed Ordinance, potentially subjecting such sensitive investigatory materials to voluntary public disclosure.

Staff are still researching the extent to which the proposed Ordinance would exercise power that is beyond the purview of the Council.

A more detailed exploration of the policy and statutory impacts of this proposed Ordinance will be provided in a future memo.

*Fiscal and Budget Impact*

UPD and the City are not currently staffed at a level to meet all the requirements of the proposed Ordinance. The staff time it will take even to fully explore the proposed Ordinance itself will be substantial amount, particularly on the part of senior UPD staff and the City's Legal Division.

A more detailed exploration of this topic will be provided in a future memo.

*Community Impact*

We recognize that both the substance and timing of this proposed Ordinance are, in part, motivated by a desire to protect certain individuals in our community who could be made subject to federal law enforcement actions related to their immigration status, their efforts to seek reproductive healthcare, their exercise of first amendment rights, or their status as a member of a protected class. Efforts to address related concerns have recently been taken by the State of Illinois through the adoption of Public Act 103-540, which prohibits the sharing of data collected by Automated License Plate Readers (ALPRs) with other state or local law enforcement agencies for the purpose of enforcing any law 1) interfering with a person's right to reproductive healthcare or 2) allowing for detention or investigation of a person based on immigration status. This new state law is limited to the sharing of ALPR data and does not address or prohibit sharing such data with federal law enforcement agencies, but it could provide something of a model or starting point for addressing concerns articulated in the proposed Ordinance in this community.

*Recommendation*

Staff recommend that this item be kept in the Committee of the Whole. There is a tremendous amount of complexity to explore as a result of this proposal. Staff needs time to develop the various topic areas listed above in order to advise Council and the public regarding consequences, both intended and unintended.

We also request that the scope of the proposed Ordinance be narrowed. So far, the Ordinances that have been shared with staff appear to be focused on police surveillance technology and the data it generates. Narrowing the scope of the Ordinance in that way would focus everyone's attention and efforts on the most sensitive area for the community impacts of concern.

At this early stage of the discussion, it would be beneficial for staff to hear a discussion by Council of their distinction between the law enforcement roles of investigating crimes, providing surveillance, and the overlap between the two. Staff's operating assumption is that one of UPD's roles in the community will continue to be to solve crimes. If so, the restrictions proposed by this Ordinance need to be weighed against that expectation.

#### *Next Steps*

Staff will continue to develop responses in the areas outlined above. It is not possible to fully explore all the impacts of the proposed Ordinance by the next Committee of the Whole on January 20, 2025. However, staff will focus on providing a list of technology tools that would be impacted by the proposed Ordinance. In addition, we will continue to review the ordinances that have been implemented in other jurisdictions to understand their scope and staffing requirements. Summaries of the ordinances reviewed by staff will be provided to Council.

#### **Attachments**

List of Law Enforcement Databases

Originated by: Carol Mitten, City Administrator  
Reviewed: Dave Smysor, Deputy Police Chief  
Matt Roeschley, City Attorney  
Approved: Diane Wolfe Marlin, Mayor

Name of Database	Owner of Database	Purpose of Database
ASEANAPOL Database	ASEANAPOL	Enhances collaboration and intelligence sharing among ASEAN law enforcement agencies.
NIBIN (National Integrated Ballistic Information Network)	ATF (Bureau of Alcohol, Tobacco, Firearms and Explosives)	Links ballistic evidence from crime scenes to specific firearms and suspects.
ATF E-Trace	Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)	Web-based firearms tracing system aiding law enforcement in tracking the history of firearms recovered from crime scenes.
TikTok	ByteDance	Monitors trends and public videos for evidence of crimes or disturbances.
Carfax for Police	Carfax, Inc.	Provides accident and vehicle history reports to support investigations involving vehicles.
Champaign County Warrants Database	Champaign County Sheriff's Office	Tracks outstanding warrants within Champaign County.
Cook County Integrated Criminal Justice Information System	Cook County Government	Integrates criminal justice data across Cook County for better case management.
Dataminr	Dataminr, Inc.	Analyzes social media and public data for real-time alerts on potential threats or public safety concerns.
EPIC (El Paso Intelligence Center)	DEA (Drug Enforcement Administration)	Provides tactical intelligence support for federal, state, and local law enforcement agencies, focusing on drug-related criminal activities and border security.
NADDIS (Narcotics and Dangerous Drugs Information System)	DEA (Drug Enforcement Administration)	Contains drug-related intelligence, including suspect profiles, drug trafficking organizations, and case reports.
ARCOS (Automation of Reports and Consolidated Orders System)	DEA (Drug Enforcement Administration)	Tracks controlled substances from manufacture to distribution, aiding in identifying and preventing diversion into illegal channels.
TECS (Treasury Enforcement Communications System)	DHS (Department of Homeland Security)	Tracks travelers entering and leaving the U.S., monitors customs enforcement, and supports border security.
IDENT (Automated Biometric Identification System)	DHS (Department of Homeland Security)	Stores biometric data, including fingerprints and facial recognition, for identifying individuals entering or exiting the U.S.
SEVIS (Student and Exchange Visitor Information System)	DHS (Department of Homeland Security)	Monitors international students and exchange visitors in the U.S., ensuring compliance with immigration policies.
HSIN (Homeland Security Information Network)	DHS (Department of Homeland Security)	Provides a secure platform for sharing sensitive information between federal, state, and local law enforcement agencies.
ATS (Automated Targeting System)	DHS (Department of Homeland Security)	Analyzes data to identify high-risk cargo, travelers, and conveyances entering the U.S.
DuckDuckGo	DuckDuckGo, Inc.	Provides anonymous searches for investigators gathering OSINT.
DepartmentWare	Envisage Technologies	A personnel management software designed for law enforcement agencies to track certifications, training, and compliance for officers, as well as sharing information between officers and departments.
Schengen Information System (SIS)	European Union	Facilitates information exchange on persons and property across Schengen member states.
Europol Information System (EIS)	Europol	Supports EU law enforcement agencies with data on serious crimes and terrorism.
NCIC (National Crime Information Center)	FBI	Provides information on wanted persons, stolen vehicles, and criminal history records.
CODIS (Combined DNA Index System)	FBI	Enables the matching of DNA profiles to aid in solving crimes.
CJIS (Criminal Justice Information Services)	FBI	Supports a variety of criminal justice services, including fingerprints and criminal background checks.
N-DEx (National Data Exchange)	FBI	Facilitates the sharing of criminal justice data among local, state, and federal agencies.
IAFIS (Integrated Automated Fingerprint Identification System)	FBI	Provides automated fingerprint search capabilities and electronic image storage.
NIBRS (National Incident-Based Reporting System)	FBI	Collects detailed data on each single crime occurrence to provide comprehensive crime statistics.
UCR (Uniform Crime Reporting Program)	FBI	Compiles official data on crime in the United States for law enforcement management.
ViCAP (Violent Criminal Apprehension Program)	FBI	Maintains a nationwide database to collect, analyze, and correlate information on violent crimes such as homicides, sexual assaults, and missing persons, assisting in linking crimes that may cross jurisdictional boundaries.

Geofeedia	Geofeedia, Inc.	Provides location-based social media monitoring to track real-time activity.
YouTube	Google LLC	Monitors uploaded videos for evidence or public safety threats.
Google	Google LLC	Used for OSINT, locating suspects or witnesses, and verifying identities.
ICJIA Data Portal (Illinois Criminal Justice Information Authority)	Illinois Criminal Justice Information Authority (ICJIA)	Offers a wide range of criminal justice data, including crime trends, victimization, and arrest statistics, for use in planning and policy-making.
Illinois Department of Corrections Inmate Search	Illinois Department of Corrections	Provides information on incarcerated individuals within the Illinois prison system.
I-UCR (Illinois Uniform Crime Reporting System)	Illinois State Police	Collects and reports crime statistics for the state of Illinois, helping agencies track crime trends and meet federal reporting requirements.
Illinois Automated Victim Notification System (AVN)	Illinois State Police	Notifies victims and concerned individuals about changes in the custody status of offenders.
Illinois Sex Offender Registry	Illinois State Police	Provides a publicly accessible registry of convicted sex offenders in Illinois, supporting public awareness and investigative efforts.
Concealed Carry License Database	Illinois State Police	Tracks individuals licensed to carry concealed firearms within the state.
Illinois Statewide Terrorism and Intelligence Center (STIC)	Illinois State Police	Serves as a fusion center for sharing intelligence and information related to terrorism and other criminal activities.
Illinois Amber Alert System	Illinois State Police	Facilitates rapid dissemination of alerts for abducted children.
Illinois eCitation Program	Illinois State Police	Streamlines the citation process for traffic and ordinance violations in Illinois.
Wayback Machine (Internet Archive)	Internet Archive	Views historical versions of websites, tracking changes to online content.
Interpol I-24/7	Interpol	Provides secure global police communication and access to databases on criminals and stolen property.
LexisNexis Accurint	LexisNexis Risk Solutions	Provides powerful investigative tools for locating individuals, verifying identities, and uncovering relationships between people, businesses, and assets.
LinkedIn	LinkedIn Corporation (Microsoft)	Used for investigations into professional networks, particularly for white-collar crimes or fraud.
Facebook	Meta Platforms, Inc.	Used for reviewing public posts, groups, and messages to gather information on suspects, victims, or ongoing incidents.
Instagram	Meta Platforms, Inc.	Analyzes images and videos to gather evidence and monitor public accounts.
CrowdTangle	Meta Platforms, Inc.	Tracks content performance and trends to identify patterns relevant to investigations.
Bing	Microsoft Corporation	Used to search for public records, news articles, and OSINT.
NamUs (National Missing and Unidentified Persons System)	National Institute of Justice (NIJ)	Serves as a national repository and resource center for missing persons and unidentified decedent records.
NICB (National Insurance Crime Bureau)	National Insurance Crime Bureau (Private Organization)	Provides tools and resources to combat insurance fraud and vehicle theft, including the VINCheck system for identifying stolen vehicles.
Pipl	Pipl, Inc.	Provides detailed profiles, including public records, contact information, and social media links.
Platelogix	Private Company	Aggregates data from license plate readers (LPRs) to assist in investigations involving vehicle movements.
Social Media Analysis Tools (e.g., X1 Social Discovery)	Private Vendors	Offers tools for collecting and analyzing data from social media platforms to assist with investigations.
Shodan	Shodan, LLC	Searches for devices connected to the internet, such as security cameras or IoT devices.
LEADS (Law Enforcement Agencies Data System)	State of Illinois	Provides Illinois law enforcement agencies with access to criminal justice data.
LEADS (Law Enforcement Agencies Data System)	State of Illinois	Provides Illinois law enforcement agencies with access to statewide criminal justice data, including driver's licenses, vehicle registrations, and wanted persons.
CLEAR by Thomson Reuters	Thomson Reuters	Offers comprehensive data analytics and investigative tools for background checks, locating individuals, and asset identification.

TLOxp by TransUnion	TransUnion	Offers investigative data for law enforcement to locate individuals, track criminal activities, and conduct risk assessments.
IDicore	TransUnion	Offers advanced data fusion and analytics tools to locate individuals, investigate fraud, and perform due diligence. Provides comprehensive reports on people, businesses, assets, and affiliations.
Lost and Stolen Passport Database	U.S. Department of State	Tracks passports reported as lost or stolen to prevent their misuse for travel or fraud.
IVLP (International Visitor Leadership Program Database)	U.S. Department of State	Tracks participants in State Department exchange programs, supporting public diplomacy and security efforts.
SMART (State Messaging and Archive Retrieval Toolset)	U.S. Department of State	Maintains records of diplomatic cables and communications, supporting investigations related to international incidents.
CA-PPT (Consular Affairs Passport Database)	U.S. Department of State (Bureau of Consular Affairs)	Stores passport information for U.S. citizens, including application data, issuance records, and passport status. Used to investigate fraudulent passports and verify identities.
CCD (Consular Consolidated Database)	U.S. Department of State (Bureau of Consular Affairs)	A repository for visa and consular records, including information on foreign nationals applying for visas. Used for identity verification, fraud detection, and screening.
TIPOFF Terrorist Watchlist Database	U.S. Department of State (Bureau of Intelligence and Research)	Maintains records on known or suspected terrorists. Used to support screening efforts for visa applications and international travel.
UNODC SHERLOC	United Nations Office on Drugs and Crime (UNODC)	Provides a platform for sharing information on organized crime, including case law and legislation.
OffenderWatch	Watch Systems, LLC	A comprehensive sex offender registry management system used by law enforcement to track, manage, and share information about registered sex offenders.
Twitter	X Corp. (formerly Twitter, Inc.)	Monitors public tweets for potential threats, criminal activity, and real-time updates.
X1 Social Discovery	X1 Discovery, Inc.	Collects and preserves data from social media for evidence collection and investigations.
Yahoo Search	Yahoo Inc.	Used for locating public information, historical articles, and more.

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

**Meeting:** January 21, 2025 Committee of the Whole

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

**From:** Council Members Grace Wilken & Jaya Kolisetty

### Summary

#### *Action requested*

City Council is asked to approve the attached Ordinance, which requires and clarifies the process for procurement and use of policing technology and databases that can be used to monitor, track, and identify specific individuals or groups. This Ordinance codifies the public approval process for specific surveillance technologies or databases; it does not dictate the use of any given technology (that would be voted on by Council).

Overall, the Ordinance establishes the Council approval and public input process for new and existing policing technologies and databases. The attached definitions clarify the relevant types of technology and databases, the Use Report, Use Policy, and Policing Technology Annual Report.

#### *Brief Background & Previous Action*

City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”

City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”

The City of Urbana commissioned the completion of a review of UPD and UFD policies and staffing requirements by Berry Dunn consultants. The report on the first phase of the study included community stakeholder meetings, professional stakeholder meetings, community interest group and individual meetings, and an online survey, all of which included responses from community members showing “a desire for more active transparency” (page 58). The report noted transparency as one of the four pillars of procedural justice and is included in the six pillars of 21<sup>st</sup> Century Policing, and that not providing transparency through community input “can foster mistrust and damage relationships” (page 159).

In, September of 2021, the Urbana City Council was asked to approve a budget amendment, allowing the City to move funds in order to purchase automatic license plate readers. After much discussion and public input, including Town Hall Meetings, the budget amendment failed, with a 4 to 3 vote, in November of 2021. This instance highlighted the fact that there was no procurement policy for police surveillance technology.

During the budget discussions in June of 2023, Council Members Wilken and Evans proposed additional language to the budget ordinance that clarified the intended use of approved funds and required Council approval and due public process for the purchase of certain surveillance technologies. That proposed language failed, with a 5 to 2 vote. There was feedback from Council members on how to improve the language, and comments that they would entertain a discussion about surveillance policy in the future.

In response to the proposed budget language, on the June 26, 2023 City Council meeting, Mayor Marlin stated that, “The city of Urbana will not authorize or purchase Automated License Plate Reader (ALPR) technology, without explicit majority approval from the Urbana City Council. While the prior debate and vote on ALPRs centered on a budget amendment to purchase ALPRs, rather than a general policy statement, the council discussion and 4-3 vote defeating the amendment, made the position of the majority of council very clear.”

The attached Ordinance is a product inspired from years of discussion and thought in the Urbana community. The Ordinance is intended to simply codify the understanding by which the City has been operating for years, and define mechanisms for public reporting. It has undergone some preliminary reviews, and continued feedback and collaboration is welcomed.

#### *Financial Impact*

There is no expected direct financial impact of this Ordinance.

#### *Additional Information & Resources*

Model Legislation from the Policing Project, New York University School of Law (this is similar to the originally proposed Ordinance):

<https://static1.squarespace.com/static/58a33e881b631bc60d4f8b31/t/5df2acb192c2512f27a73c12/1576185009882/ADAPT+Act.pdf>

General resources on legislation for policing technology from the Policing Project:

<https://www.policingproject.org/policing-technology-model-statutes-and-legislative-resources>

Ordinance on surveillance technology from Boston, MA (these definitions were used for the updated Ordinance):

<https://www.boston.gov/sites/default/files/file/2021/09/Docket%20%230397%20%282%29.pdf>

Boston Police Department 2023 Annual Surveillance Technology Report:

[https://www.boston.gov/sites/default/files/file/2024/07/2023%20City%20of%20Boston%20Annual%20Surveillance%20Reports\\_0.pdf](https://www.boston.gov/sites/default/files/file/2024/07/2023%20City%20of%20Boston%20Annual%20Surveillance%20Reports_0.pdf)

Oakland, CA Ordinance to amend the City Code regarding police surveillance:

<https://cao-94612.s3.us-west-2.amazonaws.com/documents/OMC-9.64-January-2021-005.pdf>

Oakland, CA Privacy Commission – other resources and ordinances:

<https://www.oaklandca.gov/documents/privacy-advisory-board-ordinances-and-resolution>

ACLU Community Control Over Police Surveillance (this is the same group that created the guiding principles that were attached in the packet for the December 16, 2024 Committee of the Whole meeting):

<https://www.aclu.org/community-control-over-police-surveillance#:~:text=The%20proliferation%20in%20local%20police,color%20and%20low%20income%20communities.>

Research on data privacy and communities of color, from the Brookings Institution:

<https://www.brookings.edu/articles/police-surveillance-and-facial-recognition-why-data-privacy-is-an-imperative-for-communities-of-color/>

ACLU article on the use of ALPR data by ICE (US Immigration and Customs Enforcement) to target people who have immigrated to the US, including in Illinois and in “sanctuary cities”:

<https://www.aclu.org/news/immigrants-rights/documents-reveal-ice-using-driver-location-data>

Forbes article on lawsuits over license plate readers:

<https://www.forbes.com/sites/larsdaniel/2024/10/22/warrantless-surveillance-federal-lawsuit-challenges-flock-safety-cameras/>

**Attachments**

1. Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases
2. Attachment A, Definitions (Ordinance No. 2024-12-042)
3. Guiding Principles, from Community Control Over Police Surveillance

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

**Meeting:** December 16, 2024, Committee of the Whole

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

**Sponsored by:** CM Wilken and CM Kolisetty

### Summary

#### *Action requested*

City Council is asked to approve the attached Ordinance, which requires and clarifies the process for procurement and use of policing technology and databases that can be used to monitor, track, and identify specific individuals or groups. This Ordinance codifies the public approval process for specific surveillance technologies or databases; it does not dictate the use of any given technology (that would be voted on by Council).

Overall, the Ordinance establishes the Council approval and public input process for new and existing policing technologies and databases. The attached definitions clarify the relevant types of technology and databases, the Use Report, Use Policy, and Policing Technology Annual Report.

#### *Brief Background & Previous Action*

City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”

City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”

The City of Urbana commissioned the completion of a review of UPD and UFD policies and staffing requirements by Berry Dunn consultants. The report on the first phase of the study included community stakeholder meetings, professional stakeholder meetings, community interest group and individual meetings, and an online survey, all of which included responses from community members showing “a desire for more active transparency” (page 58). The report noted transparency as one of the four pillars of procedural justice and is included in the six pillars of 21<sup>st</sup> Century Policing, and that not providing transparency through community input “can foster mistrust and damage relationships” (page 159).

In, September of 2021, the Urbana City Council was asked to approve a budget amendment, allowing the City to move funds in order to purchase automatic license plate readers. After much discussion and public input, including Town Hall Meetings, the budget amendment failed, with a 4 to 3 vote, in November of 2021. This instance highlighted the fact that there was no procurement policy for police surveillance technology.

During the budget discussions in June of 2023, Council Members Wilken and Evans proposed additional language to the budget ordinance that clarified the intended use of approved funds and required Council approval and due public process for the purchase of certain surveillance technologies. That proposed language failed, with a 5 to 2 vote. There was feedback from Council members on how to improve the language, and comments that they would entertain a discussion about surveillance policy in the future.

In response to the proposed budget language, on the June 26, 2023 City Council meeting, Mayor Marlin stated that, “The city of Urbana will not authorize or purchase Automated License Plate Reader (ALPR) technology, without explicit majority approval from the Urbana City Council. While the prior debate and vote on ALPRs centered on a budget amendment to purchase ALPRs, rather than a general policy statement, the council discussion and 4-3 vote defeating the amendment, made the position of the majority of council very clear.”

The attached Ordinance is a product inspired from years of discussion and thought in the Urbana community. It has undergone some preliminary reviews, and continued feedback is welcomed.

#### *Financial Impact*

There is no expected direct financial impact of this Ordinance.

#### **Attachments**

1. Ordinance No. 2024-12-042: An Ordinance Establishing Approval, Policy, and Reporting Requirements for Policing Surveillance Technology and Databases

2. Attachment A, Definitions (Ordinance No. 2024-12-042)
3. Guiding Principles, from Community Control Over Police Surveillance

Ordinance No. 2024-12-042

**AN ORDINANCE ESTABLISHING APPROVAL, POLICY, AND REPORTING REQUIREMENTS FOR POLICING SURVEILLANCE TECHNOLOGY AND DATABASES**

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

**WHEREAS**, the City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”; and

**WHEREAS**, the City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”; and

**WHEREAS**, it is the Urbana City Council (“Council” or “City Council”) and City’s responsibility to legislate matters of public safety and accountability to the public, and any new technology or major systems regarding public safety require due public process and approval from City Council; and

**WHEREAS**, the Urbana City Council finds that no decision relating to police technology should be made without collaborative community input and consideration of the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by Article I of the Illinois Constitution and the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

**WHEREAS**, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, including those guaranteed by the First, Fourth

and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the police or other agency seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

**WHEREAS**, surveillance technologies can create oppressive, stigmatizing environments when used indiscriminately, especially for communities that have historically been disproportionately targeted by their use, such as communities of color, low income communities, and politically active communities; and

**WHEREAS**, the urgency to publicly process the acquisition of surveillance technologies is necessitated by new concerns whether surveillance technologies will be used to apprehend people from out-of-state seeking abortions and other reproductive healthcare in Illinois; people without legal immigration status who seek asylum and would be sought for deportation; peaceful individuals or organizations exercising their rights, including expressing grievances against the government; and people whose race, national origin, ethnic identity, gender identity, sexual orientation, or other protected demographics place them under potential for additional surveillance; and

**WHEREAS**, the need for a public process to acquire surveillance technologies is further required because of the likelihood that federal law enforcement agencies will access any data stored by surveillance technologies; and

**WHEREAS**, as of the passing of this ordinance, there is no current city policy on the use and acquisition of police surveillance technology, and it is therefore necessary to clarify the Council's position on the required processes of public accountability;

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

### **Section 1. Approval Process for Policing Technology and Database Acquisition or Use**

(a) The Urbana Police Department must obtain written approval by majority vote of the Urbana City Council prior to purchasing, acquiring, or using any new policing technology or database (as defined in Attachment A of this Ordinance), or using an existing policing technology or database in a new manner not previously approved, which includes linking or cross-referencing existing databases, adding new categories of data to a database, or using new analytic tools on an existing database.

(b) At least sixty (60) days prior to seeking approval of a policing technology or database, the Urbana Police Department shall submit to the City Council and make publicly available a written policing technology or database "Use Report," along with a draft of the proposed

policing technology or database “Use Policy” (as defined in Attachment A of this Ordinance).

(c) The public shall have forty-five (45) days subsequent to filing of the policing technology or database “Use Report” and “Use Policy” to submit formal comments to the City Council.

## **Section 2. Standard for Approval of Policing Technology or Database**

(a) In deciding whether to approve the request, the City Council shall consider whether the public safety benefits of the use of the policing technology or database outweigh the economic, social, and community costs, including potential negative impacts on civil liberties and civil rights and potential disparate impacts on particular communities or groups.

## **Section 3. Reporting and Approval of Existing Policing Technologies and Databases**

(a) For all existing or hereinafter approved policing technology and databases in use, a “Policing Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all police surveillance technology and databases referenced here that are already in use at the passing of this Ordinance:

(i) The Urbana Police Department shall present to City Council a “Use Report” and “Use Policy” for each technology or database in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with written approval from City Council.

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

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

## **Section 4. Contractual Agreements Involving Policing Technology & Databases**

(a) It shall be unlawful for the City or any agency to enter into any contract or other agreement that conflicts with the provisions of this Ordinance, and any conflicting

provisions in such contracts or agreements, including but not limited to non-disclosure agreements, shall be deemed void and legally unenforceable.

(b) Prior to approval by City Council for purchasing, acquiring, or using any new policing technology or database, all members of City Council shall be provided a non-redacted copy of any and all contract(s) or other agreement(s) for review for any policing technology or policing database.

(c) It shall be unlawful for the Urbana Police Department to enter into any contract or other agreement that facilitates the receipt of privately generated and owned surveillance data, or government generated and owned surveillance data, to any non-governmental entity in exchange for any monetary or any other form of consideration from any source, including the assessment of any additional fees, interest, or surcharges on unpaid fines or debts. Any contracts or agreements signed prior to the enactment of this ordinance that violate this section shall be terminated as soon as is legally permissible.

**Section 5. Definitions**

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

## ATTACHMENT A

(Ordinance No. 2024-12-042)

### Definitions:

- 1) Exigent Circumstances means the police commissioner or the police commissioner's designee's good faith and reasonable belief that an emergency involving danger of death, physical injury, or significant property damage or loss, similar to those that would render it impracticable to obtain a warrant, requires the use of the Surveillance Technology or the Surveillance Data it provides. The use of Surveillance Technology in Exigent Circumstances shall not infringe upon an individual's right to peacefully protest or exercise other lawful and protected constitutional rights.
- 2) Surveillance means the act of observing or analyzing the movements, behavior, or actions of Identifiable Individuals.
- 3) Surveillance Data means any electronic data collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology acquired by the City or operated at the direction of the City.
- 4) Surveillance Technology means any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software.
  - a) Examples of Surveillance Technology include, but are not limited to:
    1. International mobile subscriber identity (IMSI) catchers and other cell-site simulators;
    2. Automatic license plate readers;
    3. Electronic toll readers;
    4. Closed-circuit television cameras except as otherwise provided herein;
    5. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
    6. Mobile DNA capture technology;
    7. Gunshot detection and location hardware and services;
    8. X-ray vans;
    9. Video and audio monitoring and/or recording technology, such as surveillance cameras;
    10. Surveillance enabled or capable light bulbs or light fixtures;
    11. Tools, including software and hardware, used to gain unauthorized access to a computer, computer service, or computer network;

12. Social media monitoring software;
13. Through-the-wall radar or similar imaging technology;
14. Passive scanners of radio networks;
15. Long-range Bluetooth and other wireless-scanning devices;
16. Thermal imaging or “forward-looking infrared” devices or cameras;
17. Electronic database systems containing Surveillance Data about Identifiable Individuals;
18. Radio-frequency identification (RFID) scanners; and
19. Software designed to integrate or analyze data from Surveillance Technology, including surveillance target tracking and predictive policing software.

b) Surveillance Technology does not include the following devices, software, or hardware, which are exempt from the requirements of this ordinance, unless the devices, hardware, or software are modified to include additional surveillance capabilities:

1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance-related functions;
2. Parking ticket devices (PTDs) and related databases;
3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
4. Cameras installed in or on a police vehicle;
5. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
6. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;
7. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;
8. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
9. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;
11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of

controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;

12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas;
13. Cameras installed solely to protect the physical integrity of City infrastructure; or
14. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.

(a) ~~“Policing technology” shall mean any system used as part of a policing function, including software or electronic devices, that is capable of collecting, retaining, or analyzing information associated with or capable of being associated with any specific individual or group, including but not limited to audio, video, images, text, meta-data, location, spectral imaging, or biometric information.~~

~~(i) “Policing technology” or “police surveillance technology” includes, but is not limited to: artificial intelligence and machine learning; cell site simulators; automated license plate readers (ALPRs); biometric surveillance; gunshot detectors; facial recognition software; drones; electronic toll readers; closed-circuit television cameras; mobile X-Ray; surveillance enabled light bulbs; thermal imaging systems; predictive policing software; social media analytics software; unmanned surveillance drones; audio or video recorders that are capable of transmitting or can be accessed remotely; tools, including software and hardware, used to gain access to a mobile device, computer, computer service, or computer network; long range Bluetooth and other wireless scanning devices; and radio frequency I.D. (RFID) scanners or software designed to integrate or analyze data from individuals. This definition is not intended to be a limited or exhaustive list and includes future technologies that are developed after the passing of this Ordinance.~~

~~(ii) “Policing technology” does not include: routine office technology, such as televisions, computers, email systems and printers, that is in widespread public use; manually operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is limited to manually capturing and manually downloading video and/or audio recordings; and internal police department computer aided dispatch or record management systems, unless the systems are equipped with predictive analytics capabilities.~~

~~(b) “Policing database” shall mean any system used as part of a policing function that is capable of accessing, storing, cataloging, or analyzing information associated with or capable of being associated with any specific individual or group, including but not limited to audio, video, images, text, meta-data, location, spectral imaging, or biometric information.~~

~~(i) “Policing database” includes, but is not limited to: fingerprint databases; DNA databases; gang databases; automated license plate reader databases; criminal history databases; and any other database controlled or covered by contract or other agreement with the Urbana Police Department that is capable of being associated with any specific individual or group. This definition is not intended to be a limited or exhaustive list and includes future technologies that are developed after the passing of this Ordinance.~~

~~(ii) “Policing database” does not include: systems for storing case files; systems for office and clerical purposes; or investigative information that is not tagged to a specific individual, or cannot be used to identify specific individuals.~~

(c) “Use Report” shall mean a publicly released, legally enforceable written report that includes, at a minimum, the following:

- (i) Information describing the policing technology and how it works;
- (ii) Information on the proposed purpose(s) of the policing technology;
- (iii) If the policing technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted;
- (iv) The fiscal impact of the policing technology;
- (v) An assessment of whether use of the policing technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.
- (vi) An assessment identifying any potential adverse impacts the policing technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

(d) “Use Policy” shall mean a publicly released, legally enforceable written policy governing the use of the police technology that, at a minimum, includes and addresses the following:

- (i) What specific purpose(s) the policing technology is intended to advance.
- (ii) Description of the authorization for use of the policing technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the police technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.
- (iii) Description of data collection, protection, and retention: specifically, what types of surveillance data will be collected, captured, recorded, intercepted, or retained by the police

technology; what safeguards will be used to protect surveillance data from unauthorized access; for what maximum limited time period the surveillance data will be retained; and by what process the surveillance data will be regularly deleted after the retention period.

(iv) Description of data sharing: specifically, which governmental agencies, departments, bureaus, divisions, or units will be approved for data sharing; how such sharing is necessary for the stated purpose and use of the policing technology; and what mechanisms will ensure any entity sharing access to the policing technology or surveillance data complies with the applicable surveillance use requirements within the Urbana “Use Policy” and does not further disclose the surveillance data to unauthorized persons and entities.

(e) “Policing Technology Annual Report” shall mean a written report on each policing technology in use over the past year that is publicly released at least once per year and shall, at a minimum, include the following:

(i) A summary of how each policing technology and database was used.

(iii) Total annual costs for each police technology and database, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year.

(iii) How often collected surveillance data was shared with and received from any external persons or entities; under what legal standard(s) the information was disclosed; and the justification for the disclosure(s).

(iv) A summary of complaints or concerns that were received about each policing technology and database.

(v) The results of any internal audits, any information about violations of the Use Policy, and any actions taken in response to complaints or concerns.

(vi) Justification for the continued use of each technology and database and safeguards to protect civil liberties, privacy, and against discrimination.



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**Community Control Over Police Surveillance – Guiding Principles**

*The Community Control Over Police Surveillance effort, including the legislation being sponsored in connection with it, is guided by the below principles. Legislation may vary from city to city to reflect local concerns and circumstances.*

**Surveillance technologies should not be funded, acquired, or used without express city council approval:** Surveillance technologies should not be funded, acquired or used without the knowledge of the public and the approval of their elected representatives on the city council. Agencies seeking to use a previously acquired surveillance technology in a new manner must also receive specific city council approval of the new use(s).

**Local communities should play a significant and meaningful role in determining if and how surveillance technologies are funded, acquired, or used:** When used indiscriminately, surveillance technologies create oppressive, stigmatizing environments, especially for communities that are disproportionately targeted by their use, such as communities of color, low income communities, and politically active communities. Rather than allowing the police to unilaterally decide if and how surveillance technologies may be acquired and used, we believe local communities and their elected officials should be empowered to make those determinations.

**The process for considering the use of surveillance technologies should be transparent and well-informed:** The city council should not approve the funding (including submitting applications), acquisition, or deployment of any surveillance technologies without holding a public hearing. To facilitate a well-informed public debate, far in advance of the hearing, the police or other agency seeking to use the surveillance technology shall publically report on, among other things, the technology to be acquired, its capabilities, how precisely it would be used, how its data would be preserved and protected, its acquisition and operational costs, and how potential adverse impacts on civil rights and civil liberties will be prevented.

**The use of surveillance technologies should not be approved generally; approvals, if provided, should be for specific technologies and specific, limited uses:** Prior to the public hearing, the police or other agency seeking to acquire and/or use a surveillance technology must identify the technology and its proposed uses with specificity, so they can be debated with specificity. It should be unlawful for the police or any other agency to use a

surveillance technology that has not been expressly approved, or to deploy an approved surveillance technology in a manner that has not been expressly and precisely approved.

**Surveillance technologies should not be funded, acquired, or used without addressing their potential impact on civil rights and civil liberties:** Historically, government surveillance has had a significant, detrimental impact on civil rights and civil liberties, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution. In recognition of this fact, prior to holding a public hearing, the police or other agency seeking to fund, acquire, or use a surveillance technology should expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts.

**Surveillance technologies should not be funded, acquired, or used without considering their financial impact:** Prior to holding a public hearing, the police or other agency seeking to fund, acquire, and/or use a surveillance technology should provide information on the surveillance technology’s financial benefits and costs, including its acquisition and annual operational costs.

**To verify legal compliance, surveillance technology use and deployment data should be reported publically on an annual basis:** A public approval process for the acquisition and use of surveillance technology will be of limited value unless the city council and public can verify the legal requirements pertaining to its use, including those regarding the protection of civil rights and civil liberties, have been adhered to. Annual reporting requirements will empower the city council and public to monitor the use and deployment of approved surveillance technologies.

**City council approval should be required for all surveillance technologies and uses; there should be no “grandfathering” for technologies currently in use:** The same public approval process for the acquisition and use of new surveillance technologies should be applied to surveillance technologies that are currently in use. Any technologies and existing uses that are not expressly approved pursuant to a transparent, community-focused process should have to be discontinued.

**City of Urbana Municipal Electric Aggregation Program**

**PLAN OF OPERATION AND GOVERNANCE**

November 15 23, 2024

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### **Purpose of Electricity Aggregation Program**

The City of Urbana (“City”) has developed this Plan of Operation and Governance (“Plan”) in compliance with Section 92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (the “Act”). The Act authorizes the City to create an electricity aggregation program (“Program”) and to negotiate with an Alternative Retail Electric Supplier (“Supplier”) for the purchase of electricity and related services for its small commercial and retail customers (“aggregation group”).

The Program is designed to solicit competitive electric supply prices, provide price stability, and gain other favorable terms of service, such as the ability to purchase renewable energy (e.g., solar or wind). The City will not buy and resell electricity to the aggregation group. Instead, it will competitively bid and negotiate a contract with a Supplier to provide electricity to the group. This Program does not change the way customers are billed or serviced by Ameren. The electric supply price is reflected in their bills after a Supplier is selected.

The City or its designee will administer an opt-out Program. This means that all eligible customers in the aggregation group will participate in the Program unless they affirmatively elect to opt out. Residential and small commercial electricity users will be given an opportunity to decline to participate in the Program and to continue to use the default electric supply or by a Supplier of their choosing.

### **Bidding and Contract Procedures**

The City may elect to hold an individual bid or participate in a group bid with other municipalities. The bidding process will be conducted in accordance with all applicable state and local laws and City bidding practices and protocols.

The City may elect to retain the services of a consultant, broker, or other expert in the field of electrical aggregation to assist in preparation of bidding documents and in managing the bidding process.

The City will retain the full and absolute right to accept, accept with conditions, or reject any bid. The Mayor, City Administrator, or City Manager are authorized to select a Supplier to provide electricity to the Program according to the terms of a written electricity supply service agreement entered into by and between the Supplier and the City. If the bidding process does not result in the identification of an acceptable Supplier, the City may choose to have the aggregation group remain on the default electric supply provided through Ameren or to re-bid the electric service under the same or amended terms of this Plan.

The City may terminate the Program upon expiration of the electricity supply service agreement without any extension, renewal, or subsequent electricity supply service agreement being negotiated.

## Supplier Qualifications

Suppliers must have the following minimum qualifications:

1. Certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the Illinois Commerce Commission (ICC).
2. Controls to protect the confidentiality of customer information.
3. In accordance with 20 ILCS 3855/1-92, Suppliers must:
  - a. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;
  - b. Describe demand management and energy efficiency services to be provided to each class of customers; and
  - c. Meet any requirements established by law concerning aggregated service offered pursuant to the Act and comply with all applicable laws and regulations of the State of Illinois.
4. Capacity to deliver customer service to hearing-impaired customers and to customer requiring non-English verbal and written assistance.
5. Proof of their creditworthiness by having an investment grade long-term bond rating from at least two major rating agencies. Alternatively, if a Supplier is unable to demonstrate its creditworthiness, it will be required to provide a Letter of Credit, Parental Guarantee from a company that is deemed creditworthy, or Surety Bond.
6. Agree in writing to hold the City financially harmless from any and all financial obligations arising from the Program.

## Supply Specifications

The City may execute supply offers within the following parameters in order of priority:

- a. The energy price to be paid per kilowatt hour pursuant to the agreement is equal to or less than the most recently published price to compare by the Illinois Power Authority.
- b. The electricity supply shall be accompanied with purchase of renewable energy credits equivalent to 100% of the electricity supplied or some lesser proportion if expected savings would be eliminated or significantly reduced by such purchase.
- c. A City Fee of \$0.001 may be collected as part of the per kilowatt hour price or some lesser proportion if expected savings after including the purchase of renewable energy credits would be eliminated or significantly reduced by such purchase.

## Electricity Supply Service Agreement

The City, at its option, will execute a Electricity Supply Service Agreement (“Agreement”) with the selected Supplier, in accordance with the following minimum terms and conditions:

1. Term: The Mayor, City Administrator, or City Manager will determine the duration of any Agreement.
2. Rate: The Agreement will specify the electric rate, renewable energy credit rate, and any other charges or fees.
3. Compliance with bid requirements: The Supplier must maintain all required qualifications and provide all services required in the bid.
4. Compliance with Plan: The Supplier must provide all services in compliance with this Plan, as it may be amended.
5. Confidentiality of customer database: The Supplier must preserve the confidentiality of all customers’ account information and adopt and follow protocols to preserve that confidentiality. The Supplier must agree not to disclose, use, sell or provide customer account information to any person, firm, or entity for any purpose outside the operation of the Program. This provision will survive the termination of the Agreement.
6. Non-competition: The Supplier must not solicit or contract directly with eligible Program customers for service or rates outside the Program nor use the customer information for any other marketing purposes.
7. Hold harmless: The Supplier must hold the City financially harmless from any and all financial obligations arising out of its role as facilitator of the Program.
8. Insurance: The Supplier must obtain and maintain, for the duration of the Agreement, such proof of insurance and performance security as the City deems necessary.
9. Additional services: The Agreement may require the Supplier to assist the City in developing a customer education plan and an energy efficiency program or provide such other energy efficiency education services as may be mutually agreed upon by the parties.
10. Reporting: The Supplier must provide the City with the following quarterly reports:
  - a. Electricity Source Mix Report. A report showing that (1) the Supplier generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by customers; (2) the electricity was supplied to the interconnected grid serving the customers; and (3) the same generated electricity was not sold to more than one consumer. The report will show the source of the electricity and demonstrate that the electricity was provided in accordance with Renewable Portfolio Standards and federal Clean Air Act regulations and permits.

- b. RECs Report: A report providing competent and reliable evidence to support the fact that the Supplier purchased properly certified RECs in a sufficient quantity to offset the non-renewable energy provided in the mix.
  - c. Aggregation Reports: A report showing the number of customers in the Program and the total cost for electricity provided to the Program as compared to the Ameren's default tariff service rates. In addition, the Supplier will report its efforts at customer education.
11. Costs: The Supplier must pay all Program development and administration costs.
  12. Customer service: The Supplier must develop and administer customer service procedures to ensure that it is able to (a) accommodate customer inquiries and complaints about electricity supply and services; and (b) answer general questions about the Program.
  13. Compliance with laws: The Supplier must develop internal controls and processes to ensure that the City remains in good standing as a municipal aggregator and in compliance with all applicable laws, rules, and regulations, as they may be amended from time to time.
  14. Subcontractors: The Supplier must employ only those subcontractors that are necessary and approved in advance by the City. Subcontractors will be held to the same strict confidentiality standards applicable to the Supplier and will be required to otherwise comply with the requirements of the Agreement. The use of subcontractors whether approved or unapproved will not relieve the Supplier of the duties, terms, and conditions of the Agreement.
  15. Early termination: The City will have the right to terminate the Agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include but are not limited to the following:
    - a. Breach of confidentiality regarding customer information;
    - b. Disqualification of the Supplier from performing services by virtue of the lapse or revocation of any required license or certification required to perform the obligations set forth in this Plan;
    - c. Ameren's termination of its relationship with the Supplier;
    - d. Any act or omission that constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
    - e. Billing in excess of the approved kilowatt hour (kWh) rates and stated charges;
    - f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
    - g. Failure to perform at a minimum level of customer service required by the City.

Upon termination for any reason, the City will notify affected customers of their option to select an alternate Supplier or to return to Ameren's default tariff service

16. Limitation of liability: The City will not be liable to customers or to aggregation group members for any claims, however styled, arising out of the Program or out of any City act or omission in facilitating the Program. In addition, the Supplier must hold the City harmless from any claim, cause of action, or proceeding of any kind which may be filed against the City arising out of the services provided by the Supplier or any act or omission of the City in obtaining the services of the Supplier. Customers will assert any such claims solely against the Supplier pursuant to the electricity supply service agreement, under which such customers are express third party beneficiaries.

### **Customers Included in Program**

This Program is intended for the City's small commercial and residential electric customers who choose not to opt out pursuant to the Act. Therefore, all eligible electric consumers within the City will be automatically enrolled in the Program unless they affirmatively decline.

Nevertheless, some customers within the City are ineligible to participate in the Program, including those receiving electricity from Ameren under particular tariffs, those having current contracts with other Suppliers, and those receiving bill payment assistance such that they will not save money with the City's Program.

Additionally, utility rules approved by the ICC or other regulatory agencies may determine eligibility to enroll in the Program.

### **Opt-Out Procedures**

Any eligible electric customer who opts out of the Program pursuant to the procedures stated below will automatically be placed on the Ameren default tariff service unless the customer chooses another Supplier.

Prior to mailing opt-out notices, the City and the Supplier will review retail customer identification information to verify that ineligible customers are excluded, provided however, that the City will have no responsibility to potential aggregation group members or to the Supplier for the accuracy of the customer account information provided.

After review of the customer account information, the Supplier will mail the opt-out notices described below to all eligible account holders within the City. The Supplier shall treat all customers equally and shall not deny service to any eligible customer.

1. Manner of providing notices and information: The Supplier will be required to pay for printing and mailing of opt-out disclosure notices. The Supplier will mail notices to the owner or occupant residing at the electric account mailing address shown on Ameren's customer list.
2. Contents of notices: The City and the Supplier will agree to the format and contents of the opt-out notice prior to distribution or mailing. The notice will inform the electric account owner of the existence of the Program, the identity of the Supplier, the rates to be charged, and other terms of

the Agreement. The notice will provide a method for customers to opt out of the Program. The notice will indicate that it is from the City and will include the City name and logo on the envelope.

3. **Time to Respond:** Aggregation group members will have at least twenty-one (21) calendar days to return the opt-out reply to the Supplier stating their intention to opt out of the Program. The time to respond will be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The Supplier may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address, or fax number, each of which must be received within the specified time to respond. Upon receipt of the opt-out reply, the Supplier will remove the account from the Program.
4. **Final list:** After expiration of the opt-out period, the customer list will become final. All customers who have not opted out will be automatically enrolled as participants in the Program. Customers will not need to take any affirmative steps in order to be included in the Program. In the event that an eligible customer is inadvertently not sent an opt-out notice, or is inadvertently omitted from the Program, the Supplier will work with the City and the customer to ensure that the decision to remain in, or opt out, of the Program is properly recorded and implemented by the Supplier.
5. **Fees:** The Supplier will pay any switching fees that Ameren may assess for customers who choose to join the Program during an opt-out period. The Supplier will not impose a fee for customers who select Ameren or another electricity supplier during the opt-out period.

### **Changes in Service**

1. **Joining the Program after the opt-out period.** Customers may join the Program after the opt-out period at the service rates and under the same terms and conditions as provided in the Agreement. No entrance or enrollment fees will be applied to customers who join the Program after commencement of the electricity supply service agreement. However, customers are liable for the previous Supplier's switching fee, if any.
2. **Leaving the Program after the opt-out period.** Customers may leave the Program at any time. No exit or termination fees will be applied to customers who leave the Program after the opt-out period has concluded.
3. **Moving within the City.** Customers who move from one location to another within the corporate limits of the City may continue service at the rates and under the same terms and conditions as provided in the Agreement. The Supplier will not impose a fee if the customer gives notice at least thirty (30) calendar days before service at the new address is requested. Otherwise, the Supplier may charge a fee as provided in the Agreement.
4. **Moving to the City.** The Supplier must facilitate the addition of new customers in the Program during the term of the Agreement. Residents and businesses moving into the City after the opt-out period will not automatically be included in the Program. Customers wishing to join the Program may contact the Supplier to obtain enrollment information. New customers will be entitled to the

same terms and conditions as provided in the Agreement. The Supplier will not impose a fee for customers who move to the City. However, customers are liable for the previous Supplier's switching fee, if any.

5. Joining Program after opting out. Customers who leave the Program and wish to rejoin at a later date will be treated in the same manner as new customers moving to the City.

## **Billing**

The City will use the coordinated billing services of Ameren and the selected Supplier. Most customers are expected to receive a single bill from Ameren that itemizes all electric charges.

Collection and credit procedures remain the responsibility of Ameren, the selected Supplier, and the individual customer. Customers are required to remit and comply with the payment terms of Ameren or the Supplier. The City will not be responsible for late or no payment on the part of any customers. Neither the City nor the Supplier will have separate credit or deposit policies for customers.

## **Complaints and Dispute Resolution**

Customers have several means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Ameren, billing questions should be directed to Ameren or the selected Supplier, and any unresolved disputes should be directed to the ICC.

## **Additional Service Terms and Conditions**

The City will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of the Program. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act. Upon receiving customer information from Ameren, the City will be subject to the limitations on disclosure of that information as described in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

The City, as the facilitator of this Program, is not responsible for providing electricity to the aggregation members or for billing or collecting for electricity provided under any Supplier electricity supply service agreement and has no responsibility beyond the duties described herein.

The City will place this Plan of Operation and Governance on its website and will maintain a copy at the City Clerk's Office.



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 6, 2025 Committee of the Whole  
**Subject:** An Ordinance Establishing Authority to Execute Municipal Electric Aggregation Agreements

### Summary

#### *Action Requested*

Approve an ordinance amending City Code to provide for the Mayor or City Administrator authority to execute electricity supply agreements and renewable energy credit agreements.

#### *Brief Background*

Municipal electric aggregation supply prices are valid for as little as 24 hours, necessitating the need for quick execution of a contract. Furthermore, changing market conditions may provide little notice of when prices may be solicited for the City's aggregation program. To take advantage of an emerging buyers' market, the City needs to be able to administratively approve a supply agreement. The Municipal Electric Aggregation Plan of Operation and Governance provides supply specifications based on recent Council input as to what terms the City Council would administratively approve.

### City Code Additions and Deletions

The proposed ordinance would add Section 24-165 of the Urbana City Code. The new text would read:

The Mayor and City Administrator shall be individually authorized to execute electricity supply agreements and renewable energy credit agreements in accordance with the Plan of Operation and Governance.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Securing stable, competitive electricity prices for residential and small commercial customers has been a City service for over a decade.

*Strategic Goals & Plans*

The Municipal Electric Aggregation program provides a pathway to purchase renewable energy credits to green the electricity supply. Reducing pollution from the energy supply recurs in City plans such as the Climate Action Plan.

*Previous Council Actions*

Below is a sampling of recent Council actions related to municipal electric aggregation.

[Resolution 2011-12-044R.pdf](#)

[Resolution 2012-03-015R.pdf](#)

[Resolution 2012-03-016R.pdf](#)

[Ordinance 2012-03-027.pdf](#)

[Resolution 2013-08-044R.pdf](#)

[Resolution 2013-08-045R.pdf](#)

[Resolution 2016-01-001R.pdf](#)

[Resolution 2016-01-002R.pdf](#)

[Resolution 2016-05-028R.pdf](#)

[Resolution 2017-11-073R.pdf](#)

[Resolution 2018-10-049R.pdf](#)

[Resolution 2018-10-050R.pdf](#)

[Resolution 2020-06-027R.pdf](#)

[Resolution 2020-06-028R.pdf](#)

[Resolution 2022-09-069R.pdf](#)

[Resolution 2022-09-070R.pdf](#)

[Resolution 2024-07-049R.pdf](#)

[Resolution 2024-07-050R.pdf](#)

Generally, the list above includes resolutions approving professional energy consulting services agreements followed by resolutions approving electric supply agreements. In the past, individual supply authorizations were rushed through City Council or pre-authorized for upcoming planned bids. In one instance, a competitive supply offer expired before City Council could review it.

**Discussion***Additional Background Information*

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

*Fiscal and Budget Impact*

None. The rates secured in this program apply to residential and small commercial utility bills. It is estimated that at the end of 2024 Urbana electricity users who have participated in the program have collectively saved upwards of \$1M since the program's inception.

*Recommendation*

Staff recommends Council approval of An Ordinance Establishing Authority to Execute Municipal Electric Aggregation Agreements.

*Next Steps*

If Council approves the proposed ordinance, staff will comply with the Plan of Operation and Governance for municipal electric aggregation agreements going forward.

**Attachments**

1. AN ORDINANCE ESTABLISHING AUTHORITY TO EXECUTE MUNICIPAL ELECTRIC AGGREGATION AGREEMENTS
2. City of Urbana Municipal Electric Aggregation Program Plan of Operation and Governance

Originated by: Scott Tess, Sustainability & Resilience Officer

Reviewed: Tim Cowan, Public Works Director  
Matthew Roeschley, City Attorney

Approved: Carol Mitten, City Administrator

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

**AN ORDINANCE ESTABLISHING AUTHORITY TO EXECUTE MUNICIPAL  
ELECTRIC AGGREGATION AGREEMENTS**

**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 of 1970 and may exercise any power and perform any function pertaining to its government and affairs as granted in the Illinois Constitution, 1970; and

**WHEREAS**, on or about April 2, 2012, the City adopted Ordinance No. 2012-03-027, which established the Municipal Electric Aggregation (“MEA”) program; and

**WHEREAS**, the MEA program provides an opportunity for electric consumers to collectively realize lower cost electricity and related services, cleaner energy, and other benefits that consumers may not otherwise be able to obtain as individual electric consumers; and

**WHEREAS**, electricity supply pricing offers under the MEA program are current for only a few hours; and

**WHEREAS**, effective administration of the MEA program necessitates a pre-existing authorization for the City to execute such agreements; and

**WHEREAS**, the City Council desires to continue the MEA program and enable its effective administration.

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

**Section 1.** Upon the effective date of this Ordinance, Chapter 24, Utilities; Article VII, Electricity Aggregation Program, will be amended to add the following section:

Sec. 24-165

The Mayor and City Administrator shall be individually authorized to execute electricity supply agreements and renewable energy credit agreements in accordance with the Plan of Operation and Governance.

**Section 2.** This Ordinance shall become effective immediately upon its passage and approval as required by law.

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

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

AYES:

NAYS:

ABSTENTIONS:

\_\_\_\_\_

Darcy E. Sandefer, City Clerk

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

\_\_\_\_\_

Diane Wolfe Marlin, Mayor



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole  
**Subject:** A Resolution Approving and Authorizing the Execution of a Grant Agreement for the FY23 Safe Streets and Roads for All Grant between the Champaign County Regional Planning Commission and the City of Urbana

### Summary

#### *Action Requested*

City Council is being asked to pass the attached resolution to approve and authorize the execution of a grant agreement with the Champaign County Regional Planning Commission (RPC) for the FY23 Safe Streets and Roads for All (SS4A) grant, which includes the City of Urbana as a subrecipient for the Lincoln Avenue (Wascher to Killarney) road diet demonstration.

#### *Brief Background*

In July 2023, RPC applied for a federal SS4A grant as a joint effort with the City of Urbana, the City of Champaign, Champaign County, and the Champaign-Urbana Mass Transit District. The grant application included four projects in various stages of studies, plans, and construction. Urbana's portion of the grant application requested \$3.47 million – approximately 40% of total project costs – for the Lincoln Avenue (Wascher to Killarney) street improvements. The Federal Highway Administration (FHWA) awarded only a small portion of the total application, including updates to the current Champaign-Urbana Urban Area Transportation Study (CUUATS) safety action plans led by RPC and the road diet demonstration for Urbana's Lincoln Avenue project.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

Council passed Resolution No. 2022-09-067R in support of the RPC application for an SS4A grant, specifically mentioning the Lincoln Avenue (Wascher to Killarney) project. Council passed State MFT Resolutions 2023-06-067R and 2024-09-063R to appropriate funds for preliminary engineering services and for the temporary road diet demonstration, respectively, for the Lincoln Avenue (Wascher to Killarney) project. The Lincoln Avenue (Wascher to Killarney) project is described in the Capital Improvement Plan for Fiscal Years 2025-2029 (CIP FY25-FY29), which Council approved with Resolution No. 2024-05-021R.

## Discussion

### *Additional Background Information*

The Lincoln Avenue (Wascher to Killarney) street improvement project includes a proposal to change the typical lane configuration from four vehicular lanes (two lanes in each direction) to three vehicular lanes (one lane in each direction and a middle two-way left-turn lane). This proposed change is also called a “road diet”, and its intended purpose is to improve safety by reducing conflict points created by vehicles turning left. The City’s engineering consultant is currently using analytical models to predict impacts the road diet would have on traffic behavior, for both current and future traffic volumes. An important part of the engineering study phase is to verify whether the road diet would create problems, such as traffic delays, that would offset the anticipated benefits. The SS4A grant will fund a temporary road diet demonstration to gather data on actual traffic behavior (to supplement and validate the analytical model) and to allow the public to experience the proposed change and provide input. The temporary demonstration will consist of covering or removing existing pavement markings and applying new pavement markings for the road diet configuration.

The temporary demonstration will be installed in Fall 2025 and will be in place for approximately three months before the street is returned to the existing four-lane configuration. The study phase of engineering is currently underway, and its completion is anticipated by early 2026. The design phase of engineering will follow shortly thereafter.

### *Fiscal and Budget Impact*

The City will receive up to \$160,000 from the SS4A grant as allocated for the Lincoln Avenue (Wascher to Killarney) road diet demonstration. This allocation was based on an estimated total cost of \$200,000, with a 20% local match (\$40,000) to be paid by the City. The City’s CIP FY25-FY29 allocated \$200,000 for the road diet demonstration in FY25 State Motor Fuel Tax (MFT) funds. With the annual update to the CIP, we will propose moving this allocation forward to FY26 to align with our current timeline.

### *Recommendation*

City Council is asked to pass the attached resolution to approve and authorize the execution of a grant agreement with the Champaign County Regional Planning Commission (RPC) for the FY23 Safe Streets and Roads for All grant, which includes the City of Urbana as a subrecipient for the Lincoln Avenue (Wascher to Killarney) road diet demonstration.

### *Next Steps*

If the attached resolution is passed, the Mayor will execute the grant agreement on behalf of the City, and then the agreement will be executed by RPC. With a fully executed agreement, the City and RPC will proceed with the Lincoln Avenue (Wascher to Killarney) road diet demonstration.

**Attachments**

1. Resolution No. 2025-01-\_\_\_R: A Resolution Approving and Authorizing the Execution of a Grant Agreement for the FY23 Safe Streets and Roads for All Grant between the Champaign County Regional Planning Commission and the City of Urbana.
2. Grant Agreement between the Champaign County Regional Planning Commission and the City of Urbana.
3. U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program.
4. IDOT State Uniform Grant Agreement.

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

**RESOLUTION NO. 2025-01- R**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A GRANT AGREEMENT FOR THE FY23 SAFE STREETS AND ROADS FOR ALL  
GRANT BETWEEN THE CHAMPAIGN COUNTY REGIONAL PLANNING  
COMMISSION AND THE CITY OF URBANA**

**WHEREAS**, the City Council of the City of Urbana, with Resolution No. 2022-09-067R, supported the application that the Champaign County Regional Planning Commission (RPC) submitted on behalf of the City of Urbana for Safe Streets and Roads for All (SS4A) grant funds for the purpose of financing a portion of the costs of the proposed Lincoln Avenue (Wascher to Killarney) project; and

**WHEREAS**, the Federal Highway Administration (FHWA) awarded a portion of the total SS4A grant application to RPC, including funds for a road diet demonstration for the Lincoln Avenue (Wascher to Killarney) project; and

**WHEREAS**, the City of Urbana has allocated funds in its Capital Improvement Plan for Fiscal Years 2025-2029 (CIP FY25-FY29) to provide a local match for the SS4A grant; and

**WHEREAS**, a grant agreement with RPC for the FY23 SS4A grant, which includes the City of Urbana as a subrecipient for the Lincoln Avenue (Wascher to Killarney) road diet demonstration, has been negotiated on terms acceptable to both parties.

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

**Section 1.**

The City of Urbana hereby enters into the attached grant agreement with RPC for the FY23 SS4A grant award.

**Section 2.**

The terms of the grant agreement are hereby approved.

**Section 3.**

The Mayor is hereby authorized to take all necessary steps to implement the terms of the grant agreement, including the execution of any required documents.

**Section 4.**

This Resolution shall take effect immediately upon passage.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of January, 2025.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_ day of January, 2025.

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

**Grant Agreement  
between the  
Champaign County Regional Planning Commission and the City of Urbana**

Champaign County Regional Planning Commission (RPC) and the City of Urbana (the City) hereby enter into this grant agreement (Agreement) as of the latest date of execution by either of the parties. RPC and the City are collectively referred to herein as "Parties" or individually as a "Party."

**WITNESSETH**

**WHEREAS**, RPC was awarded a Safe Streets for All (SS4A) grant by the U.S. Department of Transportation (USDOT) on December 13, 2023, which includes a demonstration project along North Lincoln Avenue extending from south of Wascher Drive to north of Killarney Drive in Urbana as a budgeted deliverable;

**WHEREAS**, IDOT is providing a non-federal match to the SS4A grant award via its State Planning Funds program;

**WHEREAS**, RPC has agreed to work with the City in the demonstration project, and both Parties have tasks and deliverables to complete for the demonstration project;

**NOW, THEREFORE**, in consideration of the foregoing and mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**Article I. Grant Agreement Requirements**

**1.1 Grant Agreement Requirements.** All requirements in the USDOT Grant Agreement under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program with the RPC and the IDOT State Uniform Grant Agreement 25-1437-0002 with the RPC are applicable to this Agreement and have been attached as Exhibit B. By signing this Agreement, the City acknowledges receipt of the USDOT and IDOT Grant Agreements and agrees to comply with the terms and conditions including but not limited to compliance with uniform grant rules, representations and use of funds, specific certifications, anti-lobbying restrictions, and compliance with all applicable State and Federal laws and regulations.

**Article II. Scope of Services**

**2.1 Scope.** RPC and the City will conduct the grant activities or provide the services as described in Exhibit A: Scope of Services, incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

2.2 Scope Revisions. Should RPC and the City determine that a revision to the scope is necessary, RPC shall obtain prior approval from USDOT and IDOT. All requests for scope revisions that require USDOT and IDOT approval shall be signed by an RPC authorized representative and submitted to USDOT and IDOT for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before USDOT and IDOT give written approval.

### **Article III. Budget**

3.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by USDOT and IDOT for carrying out the purposes of the Award. The City can expend up to \$200,000 and be reimbursed by RPC for 80% of the total project costs up to \$160,000, the SS4A maximum funding for the demonstration project. The City agrees to pay the 20% local cost share up to \$40,000. Reimbursement to the City by RPC is dependent upon SS4A grant funds being received.

3.2 Budget Revisions. Should RPC and the City determine that a revision to the budget is necessary, RPC shall obtain prior approval from USDOT and IDOT. All requests for budget revisions that require USDOT and IDOT approval shall be signed by an RPC authorized representative and submitted to USDOT and IDOT for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before USDOT and IDOT give written approval.

3.3 Allowable costs. All allowable costs, including direct and indirect costs, are identified in the grant agreements between USDOT, IDOT, and RPC for this project, and are incorporated by reference to this Agreement. The City agrees to maintain adequate fiscal controls, time and effort documentation, accounting record support, and any other documentation necessary to substantiate allowable costs incurred for the project; and will provide this documentation to RPC. Documentation examples include but are not limited to invoices, check copies, General Ledger reports, or other proof of payment (for credit card/ach payments) and timesheets or payroll reports. The City will provide to RPC, upon reasonable notice, access to and the right to examine such books and records related to this Agreement and will make such reports to RPC as RPC may reasonably require so that RPC may determine whether there has been compliance 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.*

3.4 Requests for Reimbursement. The City will submit requests for reimbursement to RPC and provide supporting documentation including documentation to substantiate its contribution of the 20% local cost share. All disbursements and payments made to the City under this Agreement remain subject to recovery from RPC if violations of any provisions of the Grant Agreement result in USDOT or IDOT seeking recovery of the disbursed funds.

**Article IV. Prevailing Wage Act**

4.1 Illinois Prevailing Wage Act. Each party agrees to comply with the Illinois Prevailing Wage Act where it is applicable.

**Article V. Term and Termination**

5.1 Term and Termination. Following execution of this Agreement by the parties, the term of this Agreement shall be January 1, 2025, through June 30, 2029. This Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the City shall provide to RPC an accounting of grant funds it received and shall remit unspent grant funds to RPC. Additionally, if the City does not spend any grant funds in accordance with the regulations and requirements specified in this Agreement, the City will be required to repay RPC in the amount of grant funds that were utilized incorrectly.

**Article VI. Limitation of Liability**

6.1 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, which are not related to or the direct result of a Party’s negligence or breach. Each party shall maintain appropriate insurance as needed and shall defend and indemnify the other against any suit, claim, or cause of action resulting from the acts or omission of the other party.

**Article VII. Amendments and Severability**

7.1 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

7.2. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date indicated by the signatures of the respective Parties.

\_\_\_\_\_  
Mayor  
City of Urbana

\_\_\_\_\_  
Chief Executive Officer, Champaign County  
Regional Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF SERVICES**

RPC shall perform and carry out, in a professional and satisfactory manner, the following:

1. Collect and process traffic data along Lincoln Avenue and its cross streets before, during, and after construction of the demonstration project.
2. Create a report based on the traffic data collected, analysis, information learned during the demonstration project, and any public comments received.

The City of Urbana shall perform and carry out, in a professional and satisfactory manner, the following:

1. Create a Request for Proposals and complete a bid process to construct the road diet demonstration project.
2. Supervise installation, maintenance, and removal of the road diet demonstration project. The road diet demonstration will include, but not be limited to, temporary removal or covering of existing pavement markings, placement of road diet pavement markings, repositioning of traffic signals, and then restoration of the pavement markings and traffic control devices.
3. Provide any relevant information and public comments received about the demonstration project to RPC.

**1. Federal Award No.**

693JJ32440708

**2. Effective Date**

See No. 16 Below

**3. Assistance**

**Listings No.**  
20.939

Item G2.

**4. Award To**

Champaign County Regional Planning  
Commission  
1776 E. Washington St. Urbana, IL. 61802

Unique Entity Id.: C4KVFF5UJVD3

TIN No.: 37-6006910

**5. Sponsoring Office**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

**6. Period of Performance**

Effective Date of Award – 59 months

**7. Total Amount**

Federal Share:	\$945,000
Recipient Share:	\$290,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$1,235,000

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure  
Investment and Jobs Act (Pub. L. 117–58,  
November 15, 2021; also referred to as the  
“Bipartisan Infrastructure Law” or “BIL”)

**10. Procurement Request No.**

HSA240412PR

**11. Federal Funds Obligated**

- Base Phase: \$785,000

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

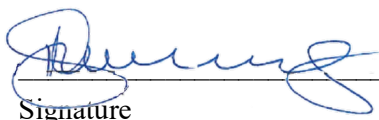
15X0173E50.0000.055SR10500.55920000  
00.41010.61006600.0000000000.00000000  
00.0000000000.0000000000

**14. Description of the Project**

The Champaign County Regional Planning Commission grant agreement will improve roadway safety. This is a phased agreement. The Base Phase includes updates to the Safety Action Plan and procurement of bicycle and pedestrian counters and Option Phase I includes the Demonstration Project (Lincoln Avenue complete streets demonstration project). CCRPC Safety Area Plan Updates (Existing Safety Action Plan Updates). Lincoln Avenue Complete Streets Demonstration Project (Demonstration Activities).

**RECIPIENT**

**15. Signature of Person Authorized to Sign**



7-31-24

Signature

Date

Name: Dalitso Sulamoyo

Title: Chief Executive Officer

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

**NICOLE  
BRYANT**

Digitally signed by  
NICOLE BRYANT  
Date: 2024.08.13  
11:09:22 -04'00'

Signature

Date

Name: Nicole Bryant

Title: Agreement Officer

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the Champaign County Regional Planning Commission (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Champaign County Regional Planning Commission Planning and Demonstration Activities.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (“SS4A”) Grant Program,” which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Champaign County Regional Planning Commission Planning and Demonstration Activities

Application Date: July 10, 2023

**2.2 Award Amount.**

SS4A Grant Amount: \$945,000

**2.3 Federal Obligation Information.**

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Base Phase: Planning	\$785,000	
Option Phase 1: Lincoln Avenue Complete Streets Demonstration Activities	\$160,000	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

**2.4 Budget Period.**

Base Phase Budget Period: July 1, 2024 - June 30, 2029

Option Phase 1 Budget Period: [reserved]

## 2.5 Grant Designation.

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Designation: Planning and Demonstration

### ARTICLE 3 SUMMARY PROJECT INFORMATION

#### 3.1 Summary of Project's Statement of Work.

The funds will be used to update the Champaign-Urbana Urban Area Safety Action Plan and Rural Champaign County Area Safety Action Plan; the original plans were approved in 2019 with data from 2012-2016. Additional funds will be used to complete a road diet demonstration project in North Lincoln Avenue from Killarney Street to Wascher Avenue in Urbana.

The project will be completed in two phase as follows:

Base Phase: Planning:

Safety Action Plan Updates

The updates of these plans will include broadening data collection in underserved areas of the MPO, expanding public outreach about safety, increasing scope of the rural safety plan to include all users, and a review of local policies with recommendations.

The data in the safety plans will be updated to the years 2013-2023 to better reflect current transportation safety problems in the region. The additional work in public outreach and policy review will bring the plans into greater alignment with the federal vision for local safety action plans.

CUUATS (MPO) staff will collect and analyze data from traffic counters for bike and pedestrian traffic. The initial data collected will be added into the safety plan with preliminary analysis.

Public outreach will be completed starting in the spring following the contract start date. Policy review will be completed within the first 18-month period. Plan developments and updates will be finalized after this 18-month period and is expected to take up to a year to complete and approve by the CUUATS Policy Committee, which is the official decision-making body of the MPO. Because of staff availability and the additional work in installing and getting data from the counters, CUUATS expects the development and final approval to take 4 years.

First, data will be updated to 2014-2023 as this data best reflects patterns in the area prior to the COVID pandemic due to the University of Illinois' student population drastically dropping in the area during 2020 and 2021. Secondly, the updated RASP will be required to expand its focus to all road users. Lastly, the components the MPO is missing in its plan to meet all the criteria of an eligible plan include (1) assessments of local policies and guidelines in prioritizing safety and (2) stronger public, private sector, and community group engagement.

The MPO will also implement other changes that will make the Area Safety Plans more robust. This includes the installation of bike/ped counters to collect bike and pedestrian data. This new data would go a long way toward improving design standards and making vulnerable road users feel safer on area streets.

Option Phase 1: Demonstration Activities:

The road diet demonstration project for N. Lincoln Avenue in Urbana, Illinois is an integral part of the Phase I Preliminary Engineering for the Lincoln Avenue (Wascher to Killarney) roadway improvement project. The road diet demonstration will serve as a test of the proposed road diet concept under real traffic conditions

The data, observations, and public input collected during the demonstration will serve as input for the Phase I Project Development Report.

Item G2.

The City of Urbana selected Hanson Professional Services to provide Phase I Preliminary Engineering services for the overall Lincoln Avenue (Wascher to Killarney) project, and these services will be funded with Federal Surface Transportation funds. CCRPC staff will collect traffic data before and during the road diet demonstration, and develop a report based on analysis of the data collected.

The SS4A Grant Funds will be used to hire a contractor through an invitation to bid process to construct the road diet demonstration project elements described above. This will be a separate contract from the engineering contract with Hanson. The road diet demonstration will include temporary removal or covering of existing pavement markings, placement of road diet pavement markings, repositioning of traffic signals, and then restoration of the pavement markings and traffic control devices.

### 3.2 Project’s Estimated Schedule.

#### Action Plan Schedule

#### Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	May 2025
Planned Construction Start Date	August 2025
Planned Evaluation Period End Date:	November 2025
Planned SS4A Final Report Date:	February 2026

#### Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	May 2025
Planned Draft Plan Completion Date:	August 2029
Planned Final Plan Completion Date:	January 2029
Planned Final Plan Adoption Date:	April 2029
Planned SS4A Final Report Date:	June 2029

### 3.3 Project’s Estimated Costs.

#### (a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$945,000
Other Federal Funds:	\$0
State Funds:	\$250,000
Local Funds:	\$40,000
In-Kind Match:	\$0
Other Funds:	\$0

## (b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-SS4A Previously Incurred Costs</b>	<b>Eligible Costs</b>
Construction	\$200,000	\$0	<b>\$200,000</b>
<b>Project Total</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>

## (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4****RECIPIENT INFORMATION****4.1 Recipient Contact(s).**

Rita Morocoima-Black  
 Planning and Community Development Director  
 Champaign County Regional Planning Commission  
 1776 E. Washington St. Urbana, IL 61802  
 217-819-4056  
 rmorocoi@ccrpc.org

**4.2 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
Rita Morocoima-Black	Planning & Comm. Dev. Director
Susan Burgstrom	Planning Manager
Hasibul Islam	Transportation Engineer
Min Jiang	Research Analyst
Allison Gwinup	Planner II
Gabriella Harpel	Planner II

Name	Title or Position
Amer Islam	GIS Analyst
Richard Norris	Intern
TBD	Intern

Item G2.

**4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager  
 Federal Highway Administration  
 Office of Safety  
 HSSA-1, Mail Stop: E71-117  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
 Federal Highway Administration  
 Office of Acquisition and Grants Management  
 HCFA-33, Mail Stop E62-310  
 1200 New Jersey Avenue, S.E.  
 Washington, DC 20590  
 202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Illinois  
 Agreement Officer’s Representative (AOR)  
 Federal Highway Administration | Illinois Division  
 130 S. Martin Luther King Jr. Drive, Suite A, Springfield, IL 62703  
 Phone: (217) 492-4640  
[Illinois.FHWA@dot.gov](mailto:Illinois.FHWA@dot.gov)

and

David Adedokun  
 Illinois Division Office Lead Point of Contact  
 Transportation Engineer – Districts 5, 6 & 7  
 Federal Highway Administration | Illinois Division  
 130 S. Martin Luther King Jr. Drive | Suite A | Springfield, IL 62703  
 Phone: 217.492.4637  
 Email: [david.adedokun@dot.gov](mailto:david.adedokun@dot.gov)

**ARTICLE 5  
 USDOT ADMINISTRATIVE INFORMATION**

## 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

Item G2.

### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6  
SPECIAL GRANT TERMS**

Item G2.

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan’s list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

Item G2.

**Study Area:** Champaign County

**Baseline Measurement Date:** August 2025

**Baseline Report Date:** September 2025

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
<p align="center">Safety Performance</p> <p>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p>	<p align="center">Fatalities: Total annual fatalities in the project location(s)</p>	<p align="center">Annually and within 120 days after the end of the period of performance</p>
<p align="center">Safety Performance</p> <p>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p>	<p align="center">Serious Injuries: Total annual serious injuries in the project location(s) [if available]</p>	<p align="center">Annually and within 120 days after the end of the period of performance</p>
<p align="center">Safety Performance</p> <p>[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p>	<p align="center">Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)</p>	<p align="center">Annually and within 120 days after the end of the period of performance</p>
<p align="center">Equity</p> <p>[for all Grants]</p>	<p align="center">Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT</p>	<p align="center">Within 120 days after the end of the period of performance</p>
<p align="center">Costs</p> <p>[for all Grants]</p>	<p align="center">Project Costs: Quantification of the cost of each eligible project carried out using the grant</p>	<p align="center">Within 120 days after the end of the period of performance</p>
<p align="center">Outcomes and Benefits</p>		

Measure	Category and Description	Measurement Frequency and Reporting Deadline
[for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

## ATTACHMENT B CHANGES FROM APPLICATION

Item G2.

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** The Scope is basically the same as the SS4A application. However, there are minor differences, such as: SS4A grant application proposed to update the data on developing the Urban and Rural Safety Action Plans from 2015-2019. The updated scope proposes to use 10-year of crash data (2014-2023). Also, the schedule for completing the project was changed due to extending the data analysis to ten years and additional time for procuring the bicycle and pedestrian counters.

**Schedule:**

Schedule for SS4A Project	2024					2025												2026												2027		
Month	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Sequence	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
<b>Updated Action Plan</b>																																
Procure Counters																																
Counter Installation																																
Data Collection																																
Public Outreach																																
Data Cleaning and Analysis																																
Safety Plan Updates																																
Draft & Final Safety Plan Approvals																																
Agency and Public Comment Periods																																
Report Editing																																
CUUATS Safety Committee Meetings																																
Quarterly Reports																																
<b>Demonstration Activities</b>																																
Estimated NEPA Completion																																
Evaluation																																
Report Writing for Road Diet																																
Schedule for SS4A Project (cont.)	2027 (cont.)											2028												2029								
Month	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
Sequence	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60			
<b>Updated Action Plan</b>																																
Procure Counters																																
Counter Installation																																
Data Collection																																
Public Outreach																																
Data Cleaning and Analysis																																
Safety Plan Updates																																
Draft & Final Safety Plan Approvals																																
Agency and Public Comment Periods																																
Report Editing																																
CUUATS Safety Committee Meetings																																
Quarterly Reports																																
<b>Demonstration Activities</b>																																
Estimated NEPA Completion																																
Road Diet Construction and Evaluation																																
Report Writing for Road Diet																																

**Budget:** The Budget is the same as the SS4A application.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3		Item G2.
	\$	%	\$	%	
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>			N/A	N/A	
Federal Funds	N/A	N/A	N/A	N/A	
Non-Federal Funds	N/A	N/A	N/A	N/A	
Total Previously Incurred Costs	N/A	N/A	N/A	N/A	
<b>Future Eligible Project Costs</b>			N/A	N/A	
SS4AFunds		80			
Other Federal Funds		0			
Non-Federal Funds		20			
Total Future Eligible Project Costs		100			
Total Project Costs		100			

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

Item G2.

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

X	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

**Champaign Urbana Safety Plan: Equity Analysis**

Based on the data analysis completed and published in 2019, the focus on completing an equity analysis was determined to be imperative for the most vulnerable roadway users: bicyclists and pedestrians. These users were noted as being the most important for the equity analysis because of their overrepresentation in severe crashes compared to the total for the Champaign-Urbana Metropolitan Planning Area (MPA) and the determination of “Pedestrians” and “Bicyclists” as Emphasis Areas in the Champaign-Urbana Urban Safety Plan 2019. The following section, completed as part of the 2022 update, provides an introductory safety analysis that looks at the features of these crashes. It then uses data from 2015-2020 to show more in-depth statistics regarding bike and pedestrian crash characteristics and compares the most severe and fatal crashes to population demographic information including age, race, ethnicity, household disability

Limited English Proficiency (LEP), and socioeconomic status. An initial speed analysis was also completed. Not all categories showed a significant correlation, but the findings offer insight into relative safety of bicycle and pedestrian users on our streets.

Item G2.

**PROJECT 2: NORTH LINCOLN AVENUE COMPLETE STREET**

**EQUITY:** The Lincoln Avenue segment is in a census tract designated as underserved by the ETC Explorer Tool ([Appendix 6B](#)). It is locally well-known that residents north of Bradley Avenue and south of Interstate 74 have needed greater funding in infrastructure to improve connections to jobs and access to the rest of the local area. Making these improvements to the Lincoln corridor will go a long way toward making this happen. Lincoln Avenue is one of four major north-south corridors in the Champaign-Urbana area, where linking the north side of town to the more populous areas of the city is critical for economic, health, transportation, and social equity. **COLLABORATION:** The City of Urbana is collaborating with C-U MTD and the Urbana Park District (UPD) in the Lincoln Avenue Complete Street Revitalization. The proposed bike facilities along the corridor will connect to the UPD’s path in King Park at Wascher Dr, closing a significant bicycle network gap. C-U MTD’s collaboration on this project will include specific transit improvements like upgraded bus shelters. **ENGAGEMENT:** The Lincoln Avenue Complete Street Revitalization project plans to inform representatives of the project options during the preliminary engineering phase. Notices will be provided at the apartment complexes and local businesses and organizations in appropriate areas to reach specific underserved populations. A study group will be formed to oversee the development of the project and provide advice during different stages. Lastly, the public outreach will include at least one of these other options: a pop-up demo, walk/bike audit, open house public meetings, and/ or surveys to residents.

IMPLEMENTATION	% Federal Request	Federal Request	Brief Description
<b>COSTS SUMMARY</b>			
<b>FURTHER DETAILS IN BUDGET NARRATIVE</b>			
<b>Type of Activity</b>			
Infrastructure	40.3%	\$ 1,727,648	Sidewalk installation, curb and gutter, other construction
Operational	49.7%	\$ 1,401,397	Traffic signals, bus turnouts
Behavioral	5.1%	\$ 177,955	Pavement markings, bus shelters, pedestrian crossings
Planning & Demonstration	4.8%	\$ 160,000	Bike lane marking demonstration project. <a href="#">See Criteria #5.</a>

Lastly, the components the MPO is missing in its existing plans to meet all the criteria of an eligible plan includes (1) assessments of local policies and guidelines in prioritizing safety and (2) stronger public, private sector, and community group engagement. The community engagement will focus on underserved areas of the region.

**ATTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

Item G2.

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

Item G2.

**2. Supporting Narrative.**

Urbana Climate Action Plan: The purpose of the Urbana Climate Action Plan is to achieve a 25% reduction in greenhouse gas emissions by 2020.

The University of Illinois Illinois Climate Action Plan (iCAP) is the campus's strategic sustainability plan for achieving carbon neutrality, or net-zero greenhouse gas (GHG) emissions, by 2050 if not sooner.

Illinois’ 2021 Climate and Equitable Jobs Act (CEJA)

The safety plans would recommend safety infrastructure improvements to help reduce the number and severity of bicyclists and pedestrian crashes such as “Complete Streets” that will eventually include several features that have environmental benefits and allow for better transportation options for residents and visitors. In general, multimodal design will be more favorable, promoting climate-friendly alternatives to single-occupancy vehicles and will create safer trips and increase the likelihood of use. The location of these complete streets project will also allow them to connect to existing multimodal infrastructure networks in the commercial and employment centers of Champaign-Urbana, enabling safe and convenient non-automobile travel for many of the daily trips taken by residents. Together, multimodal friendliness and road diet traffic calming measures will contribute to reduced aggregate energy use. The effects on transportation choice will be reviewed for the purposes of this grant post-implementation.

**ATTACHMENT E  
LABOR AND WORKFORCE**

Item G2.

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

X	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ol style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ol> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

**2. Supporting Narrative.**

**CCRPC 2023-2025 Strategic Plan:** Development of a Compensation Plan that is competitive and aligned with resources.

- In 2023, a Compensation Plan was developed and administered based on available funding and a third-party assessment.
- CCRPC has a unionized workforce for one of its divisions, the Early Childhood Education Division.

CCRPC operates a Workforce Development Program that provides free workforce training, career development, and job search assistance with wraparound supports to help clients secure and retain in-demand, high-paying careers. Target sectors include Construction, Manufacturing, Healthcare, Business Services, Logistics, Ag Tech, and Healthcare.

Union pre-apprenticeship programs are available for underrepresented groups such as the one referenced below.

Do you know a young adult (18-24) from an underrepresented group who is interested in the construction trades? We are recruiting for a pre-apprenticeship program that will help them prepare for union apprenticeships. Participants will have 10-weeks of hands-on training, mentoring, and supportive services.

<https://lnkd.in/gdu6JrgJ>



Supportive services are offered through CCRPC such as our Early Childhood Education Program that serves income-eligible families of infants, toddlers, expectant parents, and three- to five-year-old children.

**CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION PERSONNEL POLICY MANUAL**

As the RPC strives to be a responsible and fair employer, we make the following statements:

- We support and enforce a smoke free environment.
- We strongly enforce a drug free environment.
- We are an equal opportunity employer.
- We are committed to the fair treatment of our employees.
- We believe in job related education/training and strive to support employees financially and morally in their career development.
- We promote from within when and where possible.
- We are only as successful as our employees.
- We provide our “customers” and “clients” with the highest quality of service possible.
- By working together we can make a positive impact on our community.

**Section 11-4 of our Personnel Policy Manual** provides information on CCRPC’s Harassment Policy, definitions, directives, including procedures for complaints, investigations, reporting and the prohibition of retaliation and interference.

**CCRPC 2023-2025 Strategic Plan:** Complete a cultural assessment (DE&I); hire consultant to assist. DE&I Committee reviews Assessment results, oversees DEI Action Plan. Update DEI Statement; add to job postings, job descriptions, web site. Hold quarterly DEI informal lunch bag discussions. Highlight the work we do with diverse population and promoting equity.

- Engaged a consultant to undertake an Organizational Assessment & Analysis which will kickoff on May 2, 2024. Following the assessment and analysis, CCRPC will engage the consultant for training and development.
- The Cultural Competency Committee is organizing a 4/30/24 Lunch Bag event to promote Diversity, Equity, and Inclusion. Future quarterly sessions are planned with the goal of shared learning, growth, and progress toward diversity, equity, and inclusion in all we do.
- Planning and Community Development Staff is working on developing a Champaign County Equity Analysis Tool that will provide a demographic profile of the population impacted by any transportation investment project.

**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

**2. Supporting Narrative.**

N/A.



# Illinois Department of Transportation

## Bucksheet

Reset Form

Item G2.

Under \$250,000  Over \$250,000

Priority

Normal

Office: Planning & Programming | District / CO: | Bureau: Planning

File Subject: Agreement, Signature | Amount Range:

**Secretary Explanation**

Subject: State funds available to planning agencies to carry out transportation planning activities

Project in Relation to: State Planning Funds

Description of Action: Executive Signatures for Execution

DBE Goal: None |  IL Works |  Capitol/Stimulus |  Notary Required |  FY Deadline Fiscal Year Date: 06/30/2029

Consultant Name/Contractor: Champaign County RPC | Letting Date:

County: Champaign | District: | Job Number: n/a | PTB-Item: n/a

Amount of Agreement: 250,000.00 | Route: n/a

Section: n/a | Phase: n/a | Contract Number: n/a | Agreement Number: 25-1437-0002

State Dollars: 250,000.00 | Federal Dollars: 945,000.00 | Local Dollars: 40,000.00 | Total Dollars: 1,235,000.00

Source of State Fund: State Planning Funds | % Reimburse from Feds: 0.00000000 %

Remarks: \*Federal/Local shown for informational purposes only. IDOT is only awarding the State funding. The template was approved to form by Amanda Lundeen on 9/11/2024. Initial: All approved AMl

**IDOT STATE UNIFORM GRANT AGREEMENT**



**BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**

**AND**

Champaign County Regional Planning Commission

The Illinois Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and Champaign County Regional Planning Commission (Grantee), with its principal office at 1776 E. Washington St., Urbana, IL 61802 and payment address (if different than principal office) at Same, hereby enter into this IDOT Uniform Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE - THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1. UEI Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that C4KVFF5UJVD3 is Grantee's correct UEI, if applicable; Grantee has an active SAM registration; and 376006910 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or as a result of a failure to report interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a **Governmental Unit**.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

Item G2.

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$250,000.00, of which \$250,000.00 are State funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Grant Award Identification: The IDOT Catalog of Financial Assistance Number is 494-00-1437. The IDOT Financial Assistance Program Name is State Planning Funds. The State Award Identification Number is Not Applicable. Award is identified as R&D, as defined by Article III, 3.1 "Research and Development (R&D)". Not Applicable.

1.4. Term. This Agreement shall be effective on 07/01/2024 and shall expire on 6/30/2029 (the "Term"), unless terminated pursuant to this Agreement. The Subaward Budget shall be effective for the same term, unless another term is specifically authorized by the Grantor in Exhibit C.

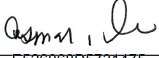
1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

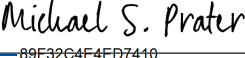
1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives (evidence of authority of the individual signatory shall be supplied before the executed grant is returned to the grantee).

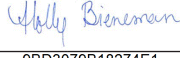
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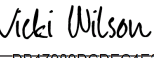
The Parties or their duly authorized representatives hereby execute **this Agreement.**

**Illinois Department of Transportation**

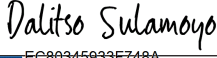
DocuSigned by:  
**By:**   
E526068D5731475...  
 Signature of Omer Osman, P.E., Secretary of IDOT  
**Date:** 9/14/2024 | 12:27 PM CDT  
 Printed Name: \_\_\_\_\_  
 Printed Title: \_\_\_\_\_  
 Designee

DocuSigned by:  
**By:**   
89F32C4E4ED7410...  
 Signature of Michael S. Prater, Chief Counsel  
**Date:** 9/13/2024 | 11:20 AM CDT  
 Printed Name: \_\_\_\_\_  
 Printed Title: \_\_\_\_\_

DocuSigned by:  
**By:**   
9BD3079B18274E1...  
 Signature of Holly Bieneman, Director of OPP  
**Date:** 9/13/2024 | 11:52 AM CDT  
 Printed Name: \_\_\_\_\_  
 Printed Title: \_\_\_\_\_

DocuSigned by:  
**By:**   
DB47989DCDEC4E2...  
 Signature of Vicki Wilson, Chief Financial Officer  
**Date:** 9/13/2024 | 1:11 PM CDT  
 Printed Name: \_\_\_\_\_  
 Printed Title: \_\_\_\_\_

**Champaign County Regional Planning Commission**

DocuSigned by:  
**By:**   
EC80345933F748A...  
 Signature of Authorized Representative  
**Date:** 9/12/2024 | 2:00 PM PDT  
 Printed Name: Dalitso Sulamoyo  
 Printed Title: CEO  
 Email: ssulamoyo@ccrpc.org

**By:** \_\_\_\_\_  
 Signature of Authorized Representative, if applicable  
**Date:** \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Printed Title: \_\_\_\_\_  
 Email: \_\_\_\_\_

## ARTICLE II REQUIRED REPRESENTATIONS

### 2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Grant Application issued by the program area, the Exhibits and attachments (if required) to which Grantee is a party constitute the legal, valid, and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Pre-Qualification Requirements. Grantee certifies that it (i) is registered with the federal SAM, if applicable; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid UEI, if applicable; and (iv) has submitted the IDOT annual Fiscal and Administrative risk assessment.

## ARTICLE III DEFINITIONS

### 3.1. Definitions.

"Allowable Costs" means a cost allowable to a project (i.e., that can be paid for using award funds). Costs will be considered to be allowable if they: are reasonable and necessary for the performance of the award; are allocable to the specific project; are treated consistently in like circumstances to federally-financed, State-financed, and other activities of the awardee; conform to any limitations of the cost principles or the sponsored agreement; are accorded consistent treatment (a cost may not be assigned to a State or federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the award as an indirect cost); are determined to be in accordance with generally accepted accounting principles; are not included as a cost or used to meet federal cost-sharing or matching requirements of any other program in either the current or prior period; are not used to meet the match requirements of another State or federal grant; and are adequately documented.

"Award" or "Grant" means financial assistance that provides support or stimulation to accomplish a public purpose.

"Awards" include grants and other agreements in the form of money, or property in lieu of money, by the State agency to an eligible recipient. "Award" does not include: technical assistance that provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies or insurance; direct payments of any kind to individuals; or contracts that must be entered into and administered under State or federal procurement laws and regulations.

"Budget" means the financial plan for the award that the State awarding agency approves during the award process or in subsequent amendments to the award. It may include the awardee's matching funds or other in-kind contributions.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" means a situation that arises when a person in a position of authority over an organization, such as an officer, director or manager, may benefit financially from a decision made in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

"Cooperative Research and Development Agreement" means each Federal agency may permit the director of any of its Government-operated Federal laboratories, and, to the extent provided in an agency-approved joint work statement or, if permitted by the agency, in an agency-approved annual strategic plan, the director of any of its Government-owned, contractor-operated laboratories to enter into cooperative research and development agreements on behalf of such agency with; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations; nonprofit organizations (including universities); or other persons (including licensees of inventions owned by the Federal agency).

"Direct Costs" means costs that can be identified specifically with a particular final cost objective, such as a State, federal or federal pass-through award or a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

"Financial Assistance" for grants and Cooperative Agreements, "Financial Assistance" means assistance that non-federal entities receive or administer in the form of grants; Cooperative Agreements; non-cash contributions or donations of property, including donated surplus property; direct appropriations; food commodities; and other financial assistance, except assistance non-federal entities receive or administer in the form of loans, loan guarantees, interest subsidies, and insurance.

"Grant Agreement" means a legal instrument of financial assistance between a State awarding agency or a federal awarding agency and an awardee that: is used to enter into a relationship, the principal purpose of which is to transfer anything of value from the State awarding agency or a federal awarding agency to the awardee to carry out a public purpose authorized by law and not to acquire property or services for the State or federal awarding agency's direct benefit or use; and is distinguished from a Cooperative Agreement in that it does not provide for substantial involvement between the State awarding agency or the federal awarding agency and the awardee in carrying out the activity contemplated by the award. "Grant Agreement" does not include an agreement that provides only direct cash assistance to an individual, a subsidy, a loan, a loan guarantee or insurance.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" means the documentation prepared by an awardee to substantiate its request for the establishment of an indirect cost rate for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

"Period of Performance" means the total estimated time interval between the start of an Initial State or federal pass-through award and the planned end date, which may include one or more funded portions or budget periods.

"Prior Approval" or "Prior Written Approval" means an authorization by one party, provided in writing to another party, to proceed in a specified manner.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"Research and Development (R&D)" means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law; amounts received for services rendered to an individual; Cooperative Research and Development

Agreements; an agreement that provides only direct cash assistance to an individual; a subsidy; a loan; a loan guarantee; or insurance.

"Unallowable Cost: means a cost specified by law or regulation, federal cost principles, or the terms and conditions of an award that may not be reimbursed under a Grant or Cooperative Agreement.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.gov.

## ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide thirty (30) calendar days' notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant ARTICLE XVII, at the end of the Agreement period or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; Unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be

available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment.

4.6. Interest. Grantee must maintain all grant funds received in advance of, or that exceed, grant expenditures in an insured, interest-bearing account. Interest earned on grant funds must be applied to grant expenditures before additional funds are distributed. Interest on grant funds applies to 1) all funds received in advance (i.e. not reimbursement) of grant expenditures and/or, 2) grant funds that exceed grant expenditures, 3) grant funds that were received but expenditures were delayed.

4.7. Timely Billing Required. Grantee must submit any payment request, including complete and detailed supporting documentation necessary to substantiate their encumbrances, expenditures, and other transactions, to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **EXHIBIT C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812;).

## ARTICLE V

### SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables or Milestones), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Specific Conditions **Exhibit F**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI

### BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the state as well as the local share (if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Notification. Within forty-five (45) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII

### ALLOWABLE COSTS

7.1. Allowability of Costs. The allowability of costs are defined in Article III, Definitions.

7.2. Indirect Cost Rate Submission.

(a) All grantees, must make an Indirect Cost Rate election, if the grantee is going to charge Indirect Costs to the grant.

i. Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

i. Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

ii. Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

A grantee who does not have a current negotiated rate may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable.

7.4. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-funded Program. Accounting records must contain information pertaining to state awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

i. The documentation standards for salary charges to grants must be based on records that accurately reflect the work performed. These records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated. These records shall be incorporated into the official records of the non-Federal entity; the records shall reasonable reflect the total activity for which the employee is compensated, not exceeding 100% of compensated activities, and shall comply with the established accounting policies and practices of the non-Federal entity and in the cost principles applicable to the entity's organization.

ii. If records do not meet the standards in section (i) above, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit F** of the requirement to submit Personnel activity reports. Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of

the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

iii. Formal Agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the Agreement, and the signatures of both the contractor and an appropriate official of Grantee.

iv. If third party in kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Controls.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs and are at the discretion of the Department.

7.5. Profits. It is not permitted for any person or entity to earn a Profit from an Award.

7.6. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award

because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under the Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by the State (30 ILCS 500/50-65).

(k) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of the Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director, or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that a least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(n) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(o) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(p) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(r) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## ARTICLE IX

### CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40.

## ARTICLE X

### UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees, and subcontractors under subcontract

made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*);
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*); and
- (g) Disadvantaged Business Enterprise (DBE) Assurance: In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub Agreement supported with Federal assistance derived from the U.S. DOT or in the Administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third-party contracts and sub Agreements supported with Federal assistance derived from the U.S. DOT. The Grantee's DBE program, as required by 49 CF Part 26, as amended, will be incorporated by reference, and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any Agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment or modification of any Agreement, grant, loan or cooperative Agreement. 31 USC 1352. Additionally,

Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying using state grant funds as set forth below:

(a) Any attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

(b) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

(c) Any attempt to influence the introduction of Federal or state legislation, the enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity), the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; and

(d) Any government official or employee in connection with a decision to sign or veto enrolled legislation.

For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.3. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.4. Subawards. Grantee must include the language of the ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (6) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award unless a different retention period is specified in or **PART TWO** or **PART THREE**. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file financial reports at the frequency required by Grantor, intervals should be no less frequently than annually nor more frequently than quarterly except in unusual circumstances, describing the expenditure(s) of the funds related thereto. More frequent reporting may be required by the Grantee pursuant to specific award conditions. Reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit F**. Failure to submit the required financial reports may cause a delay or suspension of funding.

#### 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. 30 ILCS 705.

**ARTICLE XIV****PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported, at the frequency required by the grantor. Intervals should be no less frequently than annually nor more frequently than quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit F**. Specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit F. Period Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination.

14.3. Content of Performance Reports. All Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory, and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit E**.

**ARTICLE XV****AUDIT REQUIREMENTS**

15.1. State Audit. The State may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the State's authorized inspection or review, final audit, the State's independent audit, or as a result of any duly authorized inspection or review.

The records and supportive documentation for all completed projects are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Investigation and Compliance. The Bureau of Investigation and Compliance reserves the right to inspect and review, during normal working hours, the Workpapers of the independent auditor in support of their audit. Failure to comply can result in grant funds being withheld until compliance is met.

15.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted

Government Auditing Standards or Generally Accepted Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.3. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety.
- (c) This Agreement may be terminated, in whole or in part, by Grantor:
  - i. Pursuant to a funding failure under Paragraph 4.1.;
  - ii. If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award;
  - iii. If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or
  - iv. If Grantee breaches this Agreement and either (1) fails to cure such breach within 30 calendar days' written notice thereof, or (2) if such cure would require longer than 30 calendar days and the Grantee has failed to commence such cure within 30 calendar days' written notice thereof. In the event that Grantor terminates this agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the applicable statutes, regulations or the terms and conditions of this Award, Grantor may impose additional conditions on Grantee, as described in Exhibit F. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may withhold grant funds until compliance is met.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subpart (c), Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination;

and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post termination requirements of this Agreement.

## ARTICLE XVII SUB-CONTRACTS/ SUB-AWARDS

17.1. Sub-Contracting/Sub-recipients/Delegation. Grantee may not subcontract nor issue a sub-award for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor.

17.2. Application of Terms. If Grantee enters into a sub-award Agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the sub-award Agreement. The terms of this Agreement shall apply to all sub-awards authorized in accordance with Paragraph 17.1.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

## ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30)

days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor in writing of any event including, but not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform pursuant to this Agreement. Grantee shall provide notice to Grantor as soon as possible, but no later than five calendar (5) days after Grantee becomes aware that the event may have a material impact.

18.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this Article shall be grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its governance structure. Grantee shall give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX constitutes a material breach of this Agreement.

## **ARTICLE XX CONFLICT OF INTEREST**

20.1. Required Disclosures. Grantee shall immediately disclose in writing any potential or actual Conflict of Interest to the Grantor.

20.2. Prohibited Payments. Payments made by Grantor under this Agreement shall not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," under *Section 1 of Article VII of the Illinois Constitution [Ill. Const. (1970) Art. VII, § 1]* and includes school districts.

20.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant such an exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XXI EQUIPMENT OR PROPERTY

21.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, Prior approval will be required by the Grantor. An inventory of equipment having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by the Department.

21.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds shall not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by the Illinois State Property Control Act, 30 ILCS 605. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of the Illinois State Property Control Act. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award use, and disposition conditions apply to the property.

21.3. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

21.4. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## ARTICLE XXII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

22.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs. In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

22.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public

announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

### ARTICLE XXIII INSURANCE

23.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

23.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claims results in the recovery of money, such money recovered shall be surrendered to Grantor.

### ARTICLE XXIV LAWSUITS AND INDEMNIFICATION

24.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

24.2. Indemnification and Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

### ARTICLE XXV MISCELLANEOUS

25.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

25.2. Exhibits and Attachments. **Exhibits A through F, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

25.3. Assignment Prohibited. This Agreement shall not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing render this Agreement null, void and of no further effect.

25.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

25.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

25.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement shall not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

25.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement shall be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

25.8. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, but not limited to, federal regulations, Federal and state Presidential and Executive Orders, State administrative rules, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any and all license requirements or professional certification provisions.

25.9. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

25.10 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by Grantor, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

25.11. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

25.12. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

25.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be

considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, electronic signatures, digital signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

25.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

25.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) audit requirements established in ARTICLE XV; (d) property management and disposition requirements established in ARTICLE XXII; or (e) records related requirements.

25.16. Code of Conduct.

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agent engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict-of-interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest. The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.

25.17. Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

25.18. Employment of Grantor Personnel. The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

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**EXHIBIT A****PROJECT DESCRIPTION**

The funds will be used to update the Champaign-Urbana Urban Area Safety Action Plan and Rural Champaign County Area Safety Action Plan; the original plans were approved in 2019 with data from 2012-2016. Additional funds will be used to complete a road diet demonstration project in North Lincoln Avenue from Killarney Street to Wascher Avenue in Urbana.

The project will be completed in two phase as follows:

Base Phase: Planning:

Safety Action Plan Updates

The updates of these plans will include broadening data collection in underserved areas of the MPO, expanding public outreach about safety, increasing scope of the rural safety plan to include all users, and a review of local policies with recommendations.

The data in the safety plans will be updated to the years 2013-2023 to better reflect current transportation safety problems in the region. The additional work in public outreach and policy review will bring the plans into greater alignment with the federal vision for local safety action plans.

CUUATS (MPO) staff will collect and analyze data from traffic counters for bike and pedestrian traffic. The initial data collected will be added into the safety plan with preliminary analysis.

Public outreach will be completed starting in the spring following the contract start date. Policy review will be completed within the first 18-month period. Plan developments and updates will be finalized after this 18-month period and is expected to take up to a year to complete and approve by the CUUATS Policy Committee, which is the official decision-making body of the MPO. Because of staff availability and the additional work in installing and getting data from the counters, CUUATS expects the development and final approval to take 4 years.

First, data will be updated to 2014-2023 as this data best reflects patterns in the area prior to the COVID pandemic due to the University of Illinois' student population drastically dropping in the area during 2020 and 2021. Secondly, the updated RASP will be required to expand its focus to all road users. Lastly, the components the MPO is missing in its plan to meet all the criteria of an eligible plan include

- (1) assessments of local policies and guidelines in prioritizing safety and
- (2) stronger public, private sector, and community group engagement.

The MPO will also implement other changes that will make the Area Safety Plans more robust. This includes the installation of bike/ped counters to collect bike and pedestrian data. This new data would go a long way toward improving design standards and making vulnerable road users feel safer on area streets.

Option Phase 1: Demonstration Activities:

The road diet demonstration project for N. Lincoln Avenue in Urbana, Illinois is an integral part of the Phase I Preliminary Engineering for the Lincoln Avenue (Wascher to Killarney) roadway improvement project. The road diet demonstration will serve as a test of the proposed road diet concept under real traffic conditions.

The data, observations, and public input collected during the demonstration will serve as input for the Phase I Project Development Report.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables:

Planned SS4A Final Report.

Demonstration Activity Schedule Milestone Schedule Date

Planned NEPA Completion Date: May 2025

Planned Construction Start Date August 2025

Planned Evaluation Period End Date: November 2025

Planned SS4A Final Report Date: February 2026

Supplemental Planning Schedule Milestone Schedule Date

Planned NEPA Completion Date: May 2025

Planned Draft Plan Completion Date: August 2029

Planned Final Plan Completion Date: January 2029

Planned Final Plan Adoption Date: April 2029

Planned SS4A Final Report Date: June 2029

Deliverables should be submitted to:  
Illinois Department of Transportation  
Bureau of Planning  
Attention: Bob Innis  
2300 S. Dirksen Parkway  
Springfield, IL 62764

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$250,000.00 under this Agreement.

Enter specific terms of payment here:

Specific terms of payment:

State Funds: \$250,000

Grantee Local Match Funds: \$40,000

\*\*\* Informational Only\*\*\* Federal Funds - \$945,000 (Champaign was awarded federal funds directly by FHWA, the federal funding is being included in this grant for informational purposes only to show the full project costs from all funding sources).

Total Project Cost: \$1,235,000

This Agreement and period of performance are for the term of 07/01/2024 - 06/30/2029. The Grantee shall receive \$250,000 in State Funds under this Agreement.

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the total Agreement amount as specified above without a fully executed Amendment to this Agreement.

**I. Invoices. Part One**

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement. Any invoices issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:  
DOT.OPP.Finance@illinois.gov

**II. All invoices shall be signed by an authorized representative of the Grantee.**

**a. The submittal must include:**

**i. Cover letter to the C-13**

1. The cover letter shall state the Obligation Number, Agreement Project Name, and Source of Funding being requested for 3C agreements this would be federal planning (FHWA PL) and state funds if used for match and time period covered by invoice. These should be repeated on the C-13 (section 10).

**ii. Requests for reimbursement must be requested on Illinois Comptroller form C-13**

**1. The C-13 shall include the following:**

- a. Obligation Number;
- b. Date range of work completed (i.e. 1/1/2024 - 1/31/2024);
- c. Short description of work completed;
- d. Indication of total amount of federal and matching funds expended; and
- e. A separate C-13 must be completed for state funds if they are used for match. Include Obligation

Number,

Agreement Project Name and Source of Funding and time period covered by invoice.

- iii. Back up documentation which may include payroll, vendor invoices, supply invoices, travel invoices, rent, utilities and any other items expensed to grant must be submitted with each invoice
  - iv. Signature certification by the Grantee's Finance Officer of accurate expenses
  - v. Expenditure and Progress Report shall include:
    - 1. Percentage of work completed and amount requested per line item for invoice period; and
    - 2. Identification of expenditures by work task.
- III. Progress Reports are required under 23 CFR 420.117. State and Federal regulations require:
- a. Reports shall be submitted to the Grantor contact 30 days after the end of the reporting period.
  - b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.
- IV. Year-End Report. At the end of the State Fiscal Year (SFY) a Year-End report should include a summary of work completed and a list of deliverables that were completed.
- V. IDOT Project Manager/Metropolitan Planning Manager Review and Approval.
- a. Upon submittal of an invoice, the IDOT Project Manager/Metropolitan Planning Manager shall review and check:
    - i. Mathematical accuracy.
    - ii. That requested reimbursement is consistent with items included in the approved scope.
    - iii. That total amount invoiced is proportional to total amount budgeted.
    - iv. Expenditures for each line item is less than or equal to the budgeted amount.
    - v. Completion of the work being invoiced.
  - b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager/Metropolitan Planning Manager will contact the Grantee to resolve the issue to allow for invoice processing. This may require the submission of a new or corrected invoice by the Grantee.
  - c. The IDOT Project Manager/Metropolitan Planning Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If invoice is rejected or contains errors, the invoice will not be sent to the Illinois Comptroller until it is revised, corrected AND approved by the IDOT Project Manager.
- VI. Grantor Finance Unit Approval.
- a. Upon receiving a complete and acceptable invoice, the Project Manager will usually approve payment within 15 days. Once approved by the IDOT Project Manager, the Finance Unit shall submit invoices to the Bureau of Business Services, Accounting Unit which documents the transaction and forwards to the Illinois Comptroller for payment.
- VII. Payment.
- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- VIII. Indirect Cost Rate Eligibility.
- a. Indirect cost rate shall be referred to as "indirect cost rate", "rate(s)", or "ICR" throughout the language in this grant agreement.
  - b. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:
    - i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a provisional De Minimis rate until the rate is finalized.
    - ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement if

the rate for the corresponding fiscal year is not finalized before the execution of said grant agreement in which the provisional rate is being requested.

iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

c. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year. It is the Grantee's responsibility to ensure rate is finalized and recognized by the Grantor prior to end of the grant year.

i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. The Grantee is permitted one such request per grant agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate. Consideration and authorization will not be unduly withheld.

ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate. If the Grantee makes the Grantor aware of the lower rate, and the Grantor fails process an amendment to the agreement to lower the rate prior to the grant's expiration, the Grantor shall not seek reimbursement from the Grantee. However, if the Grantee fails to notify the Grantor of the reduced rate, the Grantor may seek reimbursement from Grantee as outlined in section iv below.

iii. Any overpayments of indirect cost shall be resolved by one of the following:

1. Grantee shall issue refund payment to IDOT for the total amount of the overage; or

2. Grantee shall recognize overage on future invoices and off-set the amount due to the Grantee by the overage amount; or

3. Grantee and Grantor shall mutually agree to a repayment process that is not unduly restrictive.

The repayment agreement shall be documented and retained in file.

Overpayments shall be calculated and determined by Grantor with notification to Grantee.

iv. If provisional indirect cost rates are not finalized three (3) months prior to the end of this agreement term, the GRANTOR may seek repayment of all indirect costs that were issued under the provisional rate. The overage will be off set through the remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a reimbursement statement to the GRANTEE.

d. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act.

e. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in this agreement.

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name Robert Innis

Title Metropolitan Planning Manager

Address 2300 S. Dirksen Pkwy, Springfield, IL. 62764

Phone (217) 782-2247

TTY n/a

Fax n/a

E-mail Robert.Innis@illinois.gov

**GRANTEE CONTACT**

Name Rita Morocoima-Black

Title Planning Community Develop Dir.

Address 1776 E. Washington St., Urbana, IL 61802

Phone (217) 328-3313

TTY n/a

Fax n/a

E-mail rmorocoi@co.champaign.il.us

**EXHIBIT E****PERFORMANCE MEASURES AND STANDARDS**

For the sake of this Agreement, performance measures will be based on the Performance Standards contained in Exhibit E as well as Grantee's submittals and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement. Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Submit accurate and timely invoices at a minimum, quarterly.
2. Promptly respond to inquiries by Grantor.
3. Completion of the BoBS 2832 form as required in PART TWO - THE GRANTOR-SPECIFIC TERMS, Reporting.
4. Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.
5. Public accessible documentation of Technical and Policy Committee meeting materials.
6. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
  - a. Written policies and procedures to guide program delivery
  - b. Internal controls
  - c. Has the financial match, if required
  - d. Has or will have all required audits completed and submitted in a timely manner.
7. Have adequate staff or has the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
8. Has resolved or is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager/Metropolitan Planning Manager identified issues.

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**EXHIBIT F**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit F by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

IDOT FY25 Fiscal and Administrative Risk Assessment:

I. Audit

Condition: Requires desk review of the status of implementation of corrective actions.

Corrective Action: Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required. Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete

Programmatic Risk Assessment:

No Risks Identified.

**PART TWO - THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - State Funds - For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, 3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

**(\$1-\$1,999, no Grantor involvement)**

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

**(\$2,000-\$4,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory ([ipg.vendorreg.com](http://ipg.vendorreg.com)).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$5,000-\$9,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory ([ipg.vendorreg.com](http://ipg.vendorreg.com)).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

**(\$10,000-\$19,999, requires Grantor approval)**

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email ALL identified small business vendors a request for quote (ipg.vendorreg.com).
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

**Reporting.** Grantee agrees to submit to periodic financial and performance reporting on the approved IDOT BoBS 2832 form.

Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 07/01/24 effective date of the agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report. A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State Fiscal Year end Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit the following other required reports: Please specify in addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

No Additional Reporting

**Renewal.** This Agreement may not be renewed.

No Additional Requirements.

**PART THREE - THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project.

None Identified.

<b>Illinois Department of Transportation Operating Budget Summary</b>					
Grantee Information					
<b>Organization Name:</b>		<b>FEIN#</b>	<b>UEI#</b>		
Champaign County Regional Planning Commission		37-6006910	C4KVFF5UJVD3		
<b>IDOT Program Name:</b>		<b>Project Description:</b>		<b>Fiscal Year(s)</b>	
		SS4A - CCRPC Safety Area Plan Updates (Action Plan Updates)		( FY25, FY26, FY27)	
Grant Match Requirement					
<b>Project Match Requirement</b>	0%	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Source of Match Funds</b>	Local Funds	\$ 40,000			\$ 40,000
Grant Funding Breakout					
<b>Grant Funds Requested</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Federal Grant Funds		\$ 606,212	\$ 175,981	\$ 162,808	\$ 945,000
State Grant Funds		\$ 100,000	\$ 100,000	\$ 50,000	\$ 250,000
<b>Total Federal, State and Local Costs</b>		\$ 706,212	\$ 275,981	\$ 212,808	\$ 1,195,000
Budget Expenses Summary <i>(auto populates from budget worksheet)</i>					
<b>Budget Categories</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Personnel (Salaries and Wages)		\$ 94,502	\$ 97,337	\$ 100,257	\$ 292,096
Fringe Benefits		\$ 43,856	\$ 45,172	\$ 46,527	\$ 135,554
Travel		\$ 4,143	\$ 2,350	\$ 2,500	\$ 8,993
Supplies		\$ 5,000	\$ 5,000	\$ 4,000	\$ 14,000
Occupancy (Rent/Lease)		\$ -	\$ -	\$ -	\$ -
Utilities and Telecommunications		\$ -	\$ -	\$ -	\$ -
Contractual Services and Subawards		\$ 205,200	\$ 15,300	\$ 5,400	\$ 225,900
Research and Development		\$ -	\$ -	\$ -	\$ -
Equipment		\$ 285,000	\$ -	\$ -	\$ 285,000
Consultant (Professional Services)		\$ 50,000	\$ 50,000	\$ -	\$ 100,000
Training and Education		\$ 2,000	\$ 2,200	\$ 2,400	\$ 6,600
Miscellaneous Costs		\$ 11,150	\$ 11,900	\$ 3,600	\$ 26,650
(Name Line Item #1)		\$ -	\$ -	\$ -	\$ -
(Name Line Item #2)		\$ -	\$ -	\$ -	\$ -
Indirect Costs* (see below)		\$ 45,361	\$ 46,722	\$ 48,123	\$ 140,206
<b>Total Budget</b>		\$ 746,212	\$ 275,981	\$ 212,808	\$ 1,235,000
Indirect Cost Approved Rate	48%				
Indirect Cost Approved Base	Salaries and Wages	Funding minus Expenses \$ (0)			
Type of Rate	State Negotiated Rate				
Rate Period	January 2024-December 2024	<input checked="" type="checkbox"/>	By checking this box, I certify to the best of my knowledge and belief that the estimated budget is true, complete, and accurate, and the estimated expenditures are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may be subject to the immediate termination of the grant award.		

Submitted By Rita Morocoima-Black Planning and Community Develop. Director  
 (Name) (Title)



# Illinois Department of Transportation Operating Budget Worksheet

Item G2.

<b>Organization Name:</b>	<b>FEIN#</b>	<b>UEI#</b>
Champaign County Regional Planning Commission	37-6006910	C4KVFF5UJVD3

**Personnel (Salaries & Wages)**

List each position by title and name of employee, if available. Show the annual salary rate to be charged for each year. Provide a justification in the narrative for vacant positions or cost increases (COLA's, Step-increases). Personnel cannot exceed 100% of their time on all active projects. If grouping employees by title, provide a breakout of the names/position on an attachment.

Employee Name (First/Last)	Position Title	Percentage of Time	Year 1 Salary	Year 2 Salary	Year 3 Salary	Total Costs
Rita Morocoima-Black	PCD Director	10%	\$ 12,593.69	\$ 12,971.50	\$ 13,360.64	\$ 38,926
Susan Burgstrom	Planning Manager	15%	\$ 11,797.26	\$ 12,151.17	\$ 12,515.71	\$ 36,464
Hasibul Islam	Engineer	30%	\$ 17,403.75	\$ 17,925.86	\$ 18,463.64	\$ 53,793
Min Jiang	Research Analyst	5%	\$ 3,179.09	\$ 3,274.46	\$ 3,372.69	\$ 9,826
Yiwen Hou	Engineer	25%	\$ 14,503.13	\$ 14,938.22	\$ 15,386.37	\$ 44,828
Gabriella Harpel	Planner II	10%	\$ 5,481.35	\$ 5,645.79	\$ 5,815.17	\$ 16,942
Dasom Ham	Planner II	20%	\$ 10,773.75	\$ 11,096.96	\$ 11,429.87	\$ 33,301
Eduardo Terrazas	GIS Analyst	10%	\$ 4,264.75	\$ 4,392.69	\$ 4,524.47	\$ 13,182
Deborah Peterik	Administrative Secretary	2%	\$ 924.89	\$ 952.63	\$ 981.21	\$ 2,859
Interns	Interns	50%	\$ 13,580.45	\$ 13,987.86	\$ 14,407.50	\$ 41,976
<b>Total Personnel</b>			<b>\$ 94,502</b>	<b>\$ 97,337</b>	<b>\$ 100,257</b>	<b>\$ 292,096</b>

**Personnel Narrative**

The professional time and services for conducting this project will be provided by the Champaign-Urbana MPO staff. CUUATS staff assigned to this project have the technical expertise in transportation planning and specifically on traffic safety to accomplish the tasks required to complete the SS4A project.

**Fringe Benefits**

Fringe Benefits should be based on actual known costs or an established formula. Fringe benefits are for the staff listed in the budget justification under Personnel. The narrative should be used to describe the benefits and rates (such as: payroll taxes, health insurance, retirement, workers compensation, unemployment, etc.).

Employee Name (First/Last)	Position Title	Fringe Rate (%)	Year 1 Fringe	Year 2 Fringe	Year 3 Fringe	Total Costs
Rita Morocoima-Black	PCD Director	50%	\$ 6,296.84	\$ 6,485.75	\$ 6,680.32	\$ 19,463
Susan Burgstrom	Planning Manager	50%	\$ 5,898.63	\$ 6,075.59	\$ 6,257.85	\$ 18,232
Hasibul Islam	Engineer	50%	\$ 8,701.88	\$ 8,962.93	\$ 9,231.82	\$ 26,897
Min Jiang	Research Analyst	5%	\$ 1,589.54	\$ 1,637.23	\$ 1,686.35	\$ 4,913
Yiwen Hou	Engineer	50%	\$ 7,251.56	\$ 7,469.11	\$ 7,693.18	\$ 22,414
Gabriella Harpel	Planner II	50%	\$ 2,740.68	\$ 2,822.90	\$ 2,907.58	\$ 8,471
Dasom Ham	Planner II	50%	\$ 5,386.88	\$ 5,548.48	\$ 5,714.94	\$ 16,650
Eduardo Terrazas	GIS Analyst	50%	\$ 2,132.37	\$ 2,196.34	\$ 2,262.24	\$ 6,591
Deborah Peterik	Administrative Secretary	50%	\$ 462.44	\$ 476.32	\$ 490.61	\$ 1,429
Interns	Interns	25%	\$ 3,395.11	\$ 3,496.97	\$ 3,601.87	\$ 10,494
<b>Total Fringe</b>			<b>\$ 43,856</b>	<b>\$ 45,172</b>	<b>\$ 46,527</b>	<b>\$ 135,554</b>

**Fringe Narrative**

The Champaign County Regional Planning Commission fringe rate for F24 (Jan.2024 - Dec. 2024) is 50%. It includes the following items: Benefit time including Holiday, Vacation, Sick and Personal time, Social Security, IMRF-Employer Cost, Worker's Compensation Insurance, Unemployment Insurance, Health/Life Insurance, Employee Dental Insurance.

**Travel**

Travel should be necessary for the purposes to fulfill the grant. Include additional information in the narrative such as: Number of proposed trips, number of staff attending, if it is in-state or out of state).

Purpose of Travel	Location of Travel	Number of Trips	Year 1	Year 2	Year 3	Total Costs
Field Work	Champaign County	65	\$ 673.00	\$ 550.00	\$ 500.00	\$ 1,723
Attend Conferences	Out of State	4	\$ 3,470.00	\$ 1,800.00	\$ 2,000.00	\$ 7,270
						\$ -
						\$ -
						\$ -
<b>Total Travel</b>			<b>\$ 4,143</b>	<b>\$ 2,350</b>	<b>\$ 2,500</b>	<b>\$ 8,993</b>

**Travel Narrative**

All staff must utilize an RPC fleet vehicle (if available and practical) for all required travel. When using RPC fleet vehicles miles are charged using the federal rate of 0.67 cents/mile. Under 9/9

"Travel" are also included airfares or car rentals to conferences and trainings out of state or in-state as well as lodging and meals. Staff is planning to attend three to four conferences in three years. Item G2.

**Supplies**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders, computers and laptops) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Quantity	Cost / Rate	Year 1	Year 2	Year 3	Total Costs
Office supplies			\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 14,000
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Supplies</b>			\$ 5,000	\$ 5,000	\$ 4,000	\$ 14,000

**Supplies Narrative**

"Supplies" include purchase of office supplies (paper, pens, pencils), materials for public meetings (notepads, yard signs, markers, etc.), purchase of transportation books and manuals. This expense item also include the purchase of a new computer, printer, laptop or any other electronic equipment if needed. It also includes purchase of plotter paper, cartridges, plotter and

**Occupancy (rent or lease)**

NOTE: This budgetary line item is to be used for direct program rent or leases, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs should be budgeted under Miscellaneous.

Location of Rent or Lease	Length of Time	Cost / Rate	Year 1	Year 2	Year 3	Total Costs
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Occupancy</b>			\$ -	\$ -	\$ -	\$ -

**Occupancy (rent) Narrative**

**Utilities and Telecommunications**

NOTE: This budgetary line item is to be used for direct program telecommunications and utilities, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Basis	Cost / Rate	Year 1	Year 2	Year 3	Total Costs
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Utilities and Telecom</b>			\$ -	\$ -	\$ -	\$ -

**Utilities and Telecommunications Narrative**

**Contractual Services or Sub-Awards**

- 1) Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Name of Organization	Contract or Sub-Award	Year 1	Year 2	Year 3	Total Costs
City of Urbana	Lincoln Avenue Demonstration Project	\$ 200,000.00	\$ -	\$ -	\$ 200,000
MCS	IT support (three staff)	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 9,900
News Gazette	Newspaper Advertisements	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000

Videographer Consultant	Production of safety videos for public consumption		\$ 10,000.00		\$ 10,000
					\$ -
<b>Total Contractual / Sub-Award</b>		<b>\$ 205,200</b>	<b>\$ 15,300</b>	<b>\$ 5,400</b>	<b>\$ 225,900</b>

**Contractual Services or Sub-Award Narrative**  
 The CCRPC will sign an Agreement with the City of Urbana for completion of the Lincoln Avenue demonstration project included in the SS4A award funding provided by the FHWA for this project. Also included under "Contractual Services" are contracts with MCS to provide computer services support to CUUATS staff. A contract with the local

**Research and Development**

All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. NOTE: Consult with the program office before budgeting funds in this category.

Purpose of Research/Development	Description of Work	Year 1	Year 2	Year 3	Total Costs
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total R&amp;D</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Research and Development Narrative**

**Equipment**

Provide justification for the use of each item and relate them to specific program objectives. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used).

Equipment Item	Quantity	Cost or Rate	Year 1	Year 2	Year 3	Total Costs
Permanent bicycle and pedestrian counters	40	\$ 7,125.00	\$ 285,000.00			\$ 285,000
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Equipment</b>			<b>\$ 285,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 285,000</b>

**Equipment Narrative**  
 Includes the purchase of approximately 40 permanent bicycle and pedestrian counters to be installed in different parts of Champaign County at locations where a significant number of pedestrians are bikers are using pedestrian and bicycle facilities.

**Consultant (Professional Services)**

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.). Provide a narrative on what services the consultant will be providing.

Consultant Name	Services Provided	Consultant Fee	Year 1	Year 2	Year 3	Total Costs
Engineering Contractors	Counters' Installation	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00		\$ 100,000
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Consultant Fees</b>			<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>

Consultant Expenses (travel, per-diem, etc.)	Cost/Rate of Expense	Quantity	Year 1	Year 2	Year 3	Total Costs
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total Consultant Expenses</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Consultant Narrative**

Under professional services, it is included paying engineering contractors for the installation of the permanent bicycle and pedestrian counters. It is estimated that the cost of installing a set of two counters to be approximately \$5,000.

**Training and Education**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Training Description	Quantity/Basis	Year 1	Year 2	Year 3	Total Costs
Conferences Registration	6	\$ 2,000.00	\$ 2,200.00	\$ 2,400.00	\$ 6,600
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Training and Education</b>		<b>\$ 2,000</b>	<b>\$ 2,200</b>	<b>\$ 2,400</b>	<b>\$ 6,600</b>

**Training and Education Narrative**

Included under "Training and Education" are registration fees for conferences and trainings out-of-state and in-state. Staff is expected to attend six to eight conferences or trainings during the three-year.

**Miscellaneous (other costs)**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity/Basis	Year 1	Year 2	Year 3	Total Costs
Miovision data processing	40	\$ 6,450.00	\$ 6,500.00		\$ 12,950
Adobe licensing	2	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 6,300
Monthly cloud resource fees (\$100)	100	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 3,900
Materials Translation	10	\$ 1,500.00	\$ 2,000.00		\$ 3,500
					\$ -
<b>Total Miscellaneous Costs</b>		<b>\$ 11,150</b>	<b>\$ 11,900</b>	<b>\$ 3,600</b>	<b>\$ 26,650</b>

**Miscellaneous Narrative**

Included under "Miscellaneous" are payment for the cost of processing Miovision videos of 12-hours, payment for two Adobe Creative Suite licenses for three years, payment for using cloud services for data storage and fees for services provided for professional translators.

**(Name Line Item #1)**

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program).

Description	Quantity/Basis	Year 1	Year 2	Year 3	Total Costs
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Narrative**

**(Name Line Item #2)**

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program).

Description	Quantity/Basis	Year 1	Year 2	Year 3	Total Costs
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole  
**Subject:** An Ordinance Amending Chapter 9 of the Urbana City Code Concerning Food Licenses and A Resolution Approving an Intergovernmental Agreement with Champaign-Urbana Public Health District to Jointly Issue Health Permits and City Food Handling Licenses

### Summary

#### *Action Requested*

Forward the Ordinance amending Chapter 9 of City Code and the Resolution approving the Intergovernmental Agreement (IGA) for approval at the January 27, 2025 City Council meeting.

#### *Brief Background*

This Ordinance seeks Council action to amend City Code regarding exemptions to the license fees for food establishments. The Resolution seeks Council action to approve the IGA to update the food handling licensing agreement with the Champaign Urbana Public Health District (C-UPHD).

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Modifications to the IGA are needed in relation to the licensing process as it currently exists with C-UPHD.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

The previous Ordinance creating the current version of Chapter 9 was approved December 28, 1995 in [Ordinance 9596-61.pdf](#).

### Discussion

#### *Additional Background Information*

Finance staff has been working collaboratively with C-UPHD and the City of Champaign to discuss restaurant licensing. C-UPHD has been licensing restaurants on behalf of both cities since 1996. In the process of updating their financial system, they have identified potential efficiencies and changes needed to streamline the licensing process.

Council approved changes to the fee schedule on December 9, 2025 to address anomalies related to licensing for Urbana. These changes included modifying the license for a “mobile dispenser” to establish consistency with the food handling establishment license and allow C-UPHD to streamline their processes. In addition, the “temporary” license was eliminated, since C-UPHD does not issue that type of license.

The existing IGA with C-UPHD has not been updated since 1996, and modifications are needed in relation to changes to the licensing process. Exemptions to the fees have been included for consistency with C-UPHD exemptions and for ease of administration. Organizations with an Illinois sales tax exemption, government agencies, and groups applying for temporary permits will be exempted from Urbana’s licensing fee, whereas some of these organizations may have paid a fee under the previous agreement. Additionally, the fee retained by C-UPHD would be increased to \$20 per license. This fee has not changed since 2002, when it was increased to \$10.

#### *Community Impact*

Restaurant and Mobile Food Truck owners will benefit from the continued ability to obtain their health permit and food handling licensing from one location and one application process instead of having to visit multiple locations

#### *Recommendation*

Forward this Ordinance amending Section 9 of City Code and the Resolution approving an IGA with C-UPHD to the January 27, 2025 Council Meeting with a recommendation for approval.

#### *Next Steps*

If the proposed Ordinance and Resolution are approved, staff will notify the C-UPHD to ensure continuity of licensing processes.

#### **Attachments**

1. An Ordinance Amending Chapter 9 of the Urbana City Code Concerning Food Licenses
2. A Resolution Approving an Intergovernmental Agreement with Champaign-Urbana Public Health District to Jointly Issue Health Permits and City Food Handling Licenses
3. An Intergovernmental Agreement Between the City of Urbana and the Champaign-Urbana Public Health District Concerning Joint Issuance of Food Handling Licenses and Health Permits

Originated by: Kris Francisco, Finance Manager

Reviewed: Matt Roeschley, City Attorney  
Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

**AN ORDINANCE AMENDING CHAPTER 9 OF THE URBANA CITY CODE  
CONCERNING FOOD LICENSES**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, functions, or authority exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the state; and

**WHEREAS**, the City of Urbana (“City”) has entered into an Intergovernmental Agreement with the Champaign-Urbana Public Health District (“District” or “C-UPHD”) that provides for the District to issue City of Urbana food handling licenses simultaneously with its issuance of health permits to food service establishments; and

**WHEREAS**, the City Council previously adopted Ordinance No. 9596-61, which enacted Chapter 9 of the Urbana City Code (Food and Food Establishments) establishing the current licensing requirements for food establishments; and

**WHEREAS**, certain amendments to Chapter 9 of the Urbana City Code are necessary in order to effectuate the intent of the proposed Intergovernmental Agreement between the City and the District.

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

Section 1. Chapter 9 of the Urbana City Code is hereby amended to read as follows upon adoption of this Ordinance:

Sec. 9-3. – No person shall operate a food service establishment anywhere in the city if the operation of such food service establishment requires a health permit issued by the Champaign-Urbana Health District, without first so securing the health permit so required and license from the city to do so and shall pay the fee set forth in section 14-7 of the Code. The following food service establishments shall not be required to pay the license fee imposed by the City:

- (a) Food establishment with an Illinois sales tax exemption (establishment must provide proof)
- (b) Food establishment that is a government agency (ex: park district, school district), unless the food services of the establishment are provided by a for-profit company
- (c) Food establishment or other groups applying for a temporary permit

If any of the activities that would require a license also require the issuance of a health permit by the Champaign-Urbana Health District, then such license shall be issued by the Champaign-Urbana Health District if there is in existence an agreement between the City of Urbana and the Champaign-Urbana Health District for the issuance of

such license. If no such agreement exists at the time of application, then the City of Urbana shall issue such license in accordance with this chapter.

Item G3.

Section 2. 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 on the date indicated in Section 7 below, in accordance with Section 1-2-4 of the Illinois Municipal Code.

Section 3. This ordinance shall be effective on the 1st day of April 2025.

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

**PASSED BY THE CITY COUNCIL** this \_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_ day of \_\_\_\_\_, 2025.

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

## Code Revision Sheet

## CHAPTER 9 – FOOD AND FOOD ESTABLISHMENTS

Sec. 9-3. – No person shall operate a food service establishment anywhere in the city if the operation of such food service establishment requires a health permit issued by the Champaign-Urbana Health District, without first so securing the health permit so required and license from the city to do so; and shall pay the fee set forth in section 14-7 of the Code. The following food service establishments shall not be required to pay the license fee imposed by the City:

- (a) Food establishment with an Illinois sales tax exemption (establishment must provide proof)
- (b) Food establishment that is a government agency (ex: park district, school district), unless the food services of the establishment are provided by a for-profit company
- (c) Food establishment or other groups applying for a temporary permit

If any of the activities that would require a license also require the issuance of a health permit by the Champaign-Urbana Health District, then such license shall be issued by the Champaign-Urbana Health District if there is in existence an agreement between the City of Urbana and the Champaign-Urbana Health District for the issuance of such license, ~~and if~~ ~~no such agreement exists at the time of application, then the City of Urbana shall issue such license in accordance with this chapter.~~



## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole

**Subject:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #5 – Omnibus)

### Summary

#### *Action Requested*

Forward the budget amendment authorizing these adjustments for approval at the January 27, 2025 City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

#### *Brief Background*

This ordinance seeks Council approval to amend the FY2025 Annual Budget. The proposed adjustments include additional funding for U-Cycle, various rebudgets, and budget/accounting corrections.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Changes related to the recycling expenditures are intended to enable City staff to better serve Urbana residents.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

The City Council approved the City's [FY2025 Annual Budget](#) on June 24, 2024, Budget Amendment #1 on September 30, 2024, Budget Amendment #2 on November 25, 2024 and Budget Amendment #4 on December 9, 2024.

### Discussion

#### *Additional Background Information*

U-Cycle: Due to ongoing issues with curbside routes during the holidays, increasing the allocation by \$130,000 provides flexibility for potentially terminating the current contract early. This would give the City the option to initiate the new, more costly, contract with GFL earlier than the planned April start date. Transitioning to GFL ahead of schedule would result in additional costs of approximately \$60,000 per month under the new service terms.

Rebudgets:

- The \$65,850 in tree donation funds that were not used last year will be rebudgeted to FY2025 to facilitate the tree orders and vendor selection for spring planting.
- The Police Sergeant promotional testing was not completed in FY2024. At the end of FY24, the line item had a remaining balance of \$59,000. Of this, \$50,000 will be rebudgeted to facilitate the completion of the promotional testing process.
  - o The Police Sergeant's promotional exam is administered on a cyclical basis (usually every three years) to establish a promotional list in accordance with the collective bargaining agreement, Urbana Civil Service Rules, and City Code. The promotional examination consists of multiple components, including a portion administered and scored by a third-party test administrator to help ensure fairness and validity.
  - o The current Sergeant's promotional exam has expired, and a new promotional list needs to be established. This testing was anticipated to occur in FY24; however, it was delayed due to several other staffing changes and to allow current police command staff to provide input on the testing process. The last Sergeant promotional exam was administered about four years ago at a cost of approximately \$27,000. These costs have likely increased since that time.

Budget Corrections:

- Due to an oversight, certain interfund transfers to the Information Technology Fund (610) were not posted in FY2024. As a result, a budget correction is required to ensure the fund balance for the IT Fund (610) is adequate. This budget amendment will address the issue with a one-time adjustment of approximately \$295,000, of which \$277,500 will be allocated from the General Fund.
- In FY2025, a budget of \$115,000 was allocated for an interfund transfer from the ARPA Fund (350) to the Local Motor Fuel Tax (LMFT) Fund. Upon review, staff determined that this transfer is unnecessary for FY2025. This budget amendment will adjust the allocation, reducing it to \$0.

*Fiscal and Budget Impact*

The estimated ending fund balance in the General Operating Fund, not including amounts reserved for future expenditures, would be \$11,831,544, which is 26.34% of recurring expenditures. This leaves \$600,535 available above the 25% fund balance policy limit. This does not include \$5,016,294 reserved for planned transfers for capital improvements in future years, and funding for the second and third years of the Community Engagement Team pilot program. None of the new General Fund expenditures are recurring, so there is no impact on funds available for new, recurring expenses. This will be reevaluated in the Financial Forecast, which will be provided to Council in early 2025.

*Recommendation*

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the January 27, 2025 City Council meeting.

*Next Steps*

If the proposed adjustments mentioned above are approved, the revisions detailed in the exhibit will be incorporated into the FY2025 Annual Budget.

**Attachment**

An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

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

**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE**

**(Budget Amendment #5 – Omnibus)**

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

**WHEREAS**, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

**WHEREAS**, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

**WHEREAS**, funds are available to effectuate the purpose of such revision; and

**WHEREAS**, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.**

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

**PASSED BY THE CORPORATE AUTHORITIES** this \_\_ Day of \_\_\_\_\_, 20\_\_.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR** this \_\_ Day of \_\_\_\_\_, 20\_\_.

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

Budget Amendment 2024/25 - 05 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<b>GENERAL OPERATING FUND (100)</b>						
<u>Expenditures</u>						
10040401-52906-40907	40907-TREEPL	URBAN FORESTRY: LANDSCAPING SERVICES	-	65,850	65,850	REBUDGET - TREE DONATIONS
10015155-52904		HUMAN RESOURCES: RECRUITING EXPENSES	100,000	150,000	50,000	REBUDGET - SERGEANT PROMOTIONAL TESTING
10005140-59610		CITY CLERK: TFR TO INFORMATION TECH FUND	6,988	9,343	2,355	IT INTERFUND TRANSFER CORRECTIONS
10010101-59610		MAYOR'S OFFICE/CITY ADMINSTRTR: TFR TO INFORMATION TECH FUND	36,656	42,543	5,887	IT INTERFUND TRANSFER CORRECTIONS
10010103-59610		LEGAL: TFR TO INFORMATION TECH FUND	11,578	13,933	2,355	IT INTERFUND TRANSFER CORRECTIONS
10010104-59610		OFC OF HUMAN RIGHTS & EQUITY: TFR TO INFORMATION TECH FUND	11,425	12,602	1,177	IT INTERFUND TRANSFER CORRECTIONS
10010107-59610		UPTV General Fund: TFR TO INFORMATION TECH FUND	6,265	12,152	5,887	IT INTERFUND TRANSFER CORRECTIONS
10010110-59610		PUBLIC COMMUNICATIONS: TFR TO INFORMATION TECH FUND	6,065	7,242	1,177	IT INTERFUND TRANSFER CORRECTIONS
10015150-59610		HUMAN RESOURCES & FINANCE ADM: TFR TO INFORMATION TECH FUND	17,957	22,666	4,709	IT INTERFUND TRANSFER CORRECTIONS
10015151-59610		ADMINISTRATIVE SERVICES: TFR TO INFORMATION TECH FUND	23,639	28,348	4,709	IT INTERFUND TRANSFER CORRECTIONS
10015152-59610		FINANCIAL SERVICES: TFR TO INFORMATION TECH FUND	29,199	35,086	5,887	IT INTERFUND TRANSFER CORRECTIONS
10015153-59610		PARKING ENFORCEMENT: TFR TO INFORMATION TECH FUND	5,540	7,895	2,355	IT INTERFUND TRANSFER CORRECTIONS
10015155-59610		HUMAN RESOURCES: TFR TO INFORMATION TECH FUND	36,741	42,628	5,887	IT INTERFUND TRANSFER CORRECTIONS
10020200-59610		POLICE ADMINISTRATION: TFR TO INFORMATION TECH FUND	22,642	26,174	3,532	IT INTERFUND TRANSFER CORRECTIONS
10020201-59610		POLICE PATROL: TFR TO INFORMATION TECH FUND	243,641	294,266	50,625	IT INTERFUND TRANSFER CORRECTIONS
10020202-59610		POLICE CRIMINAL INVESTIGATION: TFR TO INFORMATION TECH FUND	60,352	76,835	16,483	IT INTERFUND TRANSFER CORRECTIONS
10020203-59610		POLICE SUPPORT SERVICES: TFR TO INFORMATION TECH FUND	55,883	71,188	15,305	IT INTERFUND TRANSFER CORRECTIONS
10020211-59610		SCHOOL RESOURCE OFFICERS: TFR TO INFORMATION TECH FUND	10,082	12,437	2,355	IT INTERFUND TRANSFER CORRECTIONS
10030300-59610		FIRE OPERATIONS: TFR TO INFORMATION TECH FUND	308,352	375,460	67,108	IT INTERFUND TRANSFER CORRECTIONS
10030301-59610		FIRE ADMINISTRATION: TFR TO INFORMATION TECH FUND	18,986	22,518	3,532	IT INTERFUND TRANSFER CORRECTIONS
10030302-59610		FIRE PREVENTION: TFR TO INFORMATION TECH FUND	824	2,001	1,177	IT INTERFUND TRANSFER CORRECTIONS
10040400-59610		PUBLIC WORKS ADMINISTRATION: TFR TO INFORMATION TECH FUND	30,164	32,519	2,355	IT INTERFUND TRANSFER CORRECTIONS
10040401-59610		URBAN FORESTRY: TFR TO INFORMATION TECH FUND	7,127	11,106	3,979	IT INTERFUND TRANSFER CORRECTIONS
10040402-59610		LANDSCAPE MANAGEMENT: TFR TO INFORMATION TECH FUND	17,659	21,638	3,979	IT INTERFUND TRANSFER CORRECTIONS
10040410-59610		FACILITIES MAINTENANCE: TFR TO INFORMATION TECH FUND	17,022	20,554	3,532	IT INTERFUND TRANSFER CORRECTIONS
10040420-59610		TOOL ROOM: TFR TO INFORMATION TECH FUND	4,739	5,799	1,060	IT INTERFUND TRANSFER CORRECTIONS
10040422-59610		TRAFFIC CONTROL: TFR TO INFORMATION TECH FUND	13,816	14,522	706	IT INTERFUND TRANSFER CORRECTIONS
10040423-59610		STREET LIGHTING: TFR TO INFORMATION TECH FUND	15,068	17,305	2,237	IT INTERFUND TRANSFER CORRECTIONS
10040424-59610		STREET MAINT. & CONSTRUCTION: TFR TO INFORMATION TECH FUND	45,840	58,791	12,951	IT INTERFUND TRANSFER CORRECTIONS
10040425-59610		SEWER MAINT. & CONSTRUCTION: TFR TO INFORMATION TECH FUND	22,909	28,207	5,298	IT INTERFUND TRANSFER CORRECTIONS
10040426-59610		TRAFFIC SIGNALS: TFR TO INFORMATION TECH FUND	7,000	8,531	1,531	IT INTERFUND TRANSFER CORRECTIONS
10040427-59610		ROW AND TECHNICAL SUPPORT: TFR TO INFORMATION TECH FUND	1,076	1,311	235	IT INTERFUND TRANSFER CORRECTIONS
10040440-59610		ENGINEERING: TFR TO INFORMATION TECH FUND	52,888	64,661	11,773	IT INTERFUND TRANSFER CORRECTIONS
10040450-59610		ENVIRONMENT & SUSTAINABILITY: TFR TO INFORMATION TECH FUND	2,745	3,334	589	IT INTERFUND TRANSFER CORRECTIONS
10050500-59610		COMMUNITY DEVELOPMENT ADMIN: TFR TO INFORMATION TECH FUND	26,636	32,122	5,486	IT INTERFUND TRANSFER CORRECTIONS
10050501-59610		GEN FUND ECONOMIC DEVELOPMENT: TFR TO INFORMATION TECH FUND	15,228	21,115	5,887	IT INTERFUND TRANSFER CORRECTIONS
10050510-59610		PLANNING AND ZONING: TFR TO INFORMATION TECH FUND	21,814	27,701	5,887	IT INTERFUND TRANSFER CORRECTIONS
10050520-59610		NEW CONSTRUCTION: TFR TO INFORMATION TECH FUND	26,373	30,494	4,121	IT INTERFUND TRANSFER CORRECTIONS
10050521-59610		CODE COMPLIANCE: TFR TO INFORMATION TECH FUND	2,833	4,210	1,377	IT INTERFUND TRANSFER CORRECTIONS
10050522-59610		RENTAL HOUSING: TFR TO INFORMATION TECH FUND	5,606	6,783	1,177	IT INTERFUND TRANSFER CORRECTIONS
10050551-59610		ENVIRONMENTAL CONTROL: TFR TO INFORMATION TECH FUND	3,605	4,394	789	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>			<b>57,017,900</b>	<b>57,411,201</b>	<b>393,301</b>	
<b>Ending Fund Balance (estimated)</b>			<b>16,892,838</b>	<b>16,892,838</b>	<b>-</b>	
<b>LOCAL MOTOR FUEL TAX FUND (202)</b>						
<u>Revenues</u>						
202-49350		LOCAL MOTOR FUEL TAX FUND: TRF FROM ARPA	115,000	-	(115,000)	ARPA INTERFUND TRANSFER CORRECTIONS
<b>Total Revenues</b>			<b>959,698</b>	<b>844,698</b>	<b>(115,000)</b>	
<b>Ending Fund Balance (estimated)</b>			<b>2,535,771</b>	<b>2,420,771</b>	<b>(115,000)</b>	
<b>LANDSCAPE RECYCLING CENTER (301)</b>						
<u>Expenditures</u>						
30140402-59610		LANDSCAPE RECYCLING CENTER: TFR TO INFORMATION TECH FUND	17,440	21,784	4,344	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>			<b>1,095,696</b>	<b>1,100,040</b>	<b>4,344</b>	
<b>Ending Fund Balance (estimated)</b>			<b>608,727</b>	<b>604,383</b>	<b>(4,344)</b>	
<b>HOME RECYCLING FUND (302)</b>						
<u>Expenditures</u>						
30240452-52104		RECYCLING: DISPOSAL & RECYCLING SERVICES	760,353	890,353	130,000	ADDITIONAL FUNDING FOR U-CYCLE
30240452-59610		RECYCLING: TFR TO INFORMATION TECH FUND	6,982	8,454	1,472	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>			<b>1,118,554</b>	<b>1,250,026</b>	<b>131,472</b>	
<b>Ending Fund Balance (estimated)</b>			<b>162,987</b>	<b>31,515</b>	<b>(131,472)</b>	
<b>URBANA MARKET FUND (332)</b>						
<u>Expenditures</u>						
33250503-59610		FARMERS MARKET: TFR TO INFORMATION TECH FUND	6,050	7,227	1,177	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>			<b>128,600</b>	<b>129,777</b>	<b>1,177</b>	
<b>Ending Fund Balance (estimated)</b>			<b>321,785</b>	<b>320,608</b>	<b>(1,177)</b>	
<b>AMERICAN RESCUE PLAN FUND (350)</b>						
<u>Expenditures</u>						
35060620-59202		AMERICAN RESCUE PLAN: TFR TO LMFT TAX FUND	115,000	-	(115,000)	ARPA INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>			<b>4,064,968</b>	<b>3,949,968</b>	<b>(115,000)</b>	
<b>Ending Fund Balance (estimated)</b>			<b>822,552</b>	<b>937,552</b>	<b>115,000</b>	

**PARKING FUND (500)**

<u>Expenditures</u>					
50040412-59610	PARKING SYSTEM: TFR TO INFORMATION TECH FUND	11,671	14,202	2,531	IT INTERFUND TRANSFER CORRECTIONS
50040413-59610	PARKING GARAGE OPERATIONS: TFR TO INFORMATION TECH FUND	5,540	6,776	1,236	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>		<b>2,245,208</b>	<b>2,248,975</b>	<b>3,767</b>	
<b>Ending Fund Balance (estimated)</b>		<b>(47,262)</b>	<b>(51,029)</b>	<b>(3,767)</b>	

**EQUIPMENT SERVICES FUND (600)**

<u>Expenditures</u>					
60040460-59610	EQUIPMENT SERVICES: TFR TO INFORMATION TECH FUND	22,835	28,957	6,122	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Expenditures</b>		<b>4,262,205</b>	<b>4,268,327</b>	<b>6,122</b>	
<b>Ending Fund Balance (estimated)</b>		<b>17,523,817</b>	<b>17,517,695</b>	<b>(6,122)</b>	

**INFORMATION TECHNOLOGY FUND (610)**

<u>Revenues</u>					
610-49100	INFORMATION TECHNOLOGY: TFR FROM GENERAL FUND	1,252,963	1,530,414	277,451	IT INTERFUND TRANSFER CORRECTIONS
610-49301	INFORMATION TECHNOLOGY: TFR FROM LRC FUND	17,440	21,784	4,344	IT INTERFUND TRANSFER CORRECTIONS
610-49302	INFORMATION TECHNOLOGY: TFR FROM HOME RECYCLING FUND	6,982	8,454	1,472	IT INTERFUND TRANSFER CORRECTIONS
610-49332	INFORMATION TECHNOLOGY: TFR FROM FARMERS MARKET FUND	6,050	7,227	1,177	IT INTERFUND TRANSFER CORRECTIONS
610-49500	INFORMATION TECHNOLOGY: TFR FROM PARKING FUND	17,211	20,978	3,767	IT INTERFUND TRANSFER CORRECTIONS
610-49600	INFORMATION TECHNOLOGY: TFR FROM EQUIPMENT SERVICES	22,835	28,957	6,122	IT INTERFUND TRANSFER CORRECTIONS
<b>Total Revenues</b>		<b>1,431,988</b>	<b>1,726,321</b>	<b>294,334</b>	
<b>Ending Fund Balance (estimated)</b>		<b>135,520</b>	<b>429,854</b>	<b>294,334</b>	

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT TO JOINTLY ISSUE HEALTH  
PERMITS AND CITY FOOD HANDLING LICENSES**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, functions, or authority exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the state; and

**WHEREAS**, the City of Urbana presently issues licenses to food service establishments within its corporate limits; and

**WHEREAS**, the Champaign Urbana Public Health District also issues health permits to many of the same food service establishments that are so licensed by the City; and

**WHEREAS**, since 1996 the parties have arranged for the joint and concurrent issuance of City food service establishment licenses and health permits by the Health District via Intergovernmental Agreement; and

**WHEREAS**, the joint issuance of City licenses and Health District permits by the Health District promotes consistency and efficiency and avoids duplicative administrative process; and

**WHEREAS**, the City of Urbana and the Champaign-Urbana Public Health District desire to continue this cooperative arrangement through a new Intergovernmental Agreement that incorporates changes to various aspects, including the fees for food service establishments and the processing and reimbursement to the City thereof by the Health District.

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

Section 1.

The Intergovernmental Agreement Between the City of Urbana and the Champaign-Urbana Public Health District Concerning the Joint Issuance of Food Handling Licenses and Health Permits in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the Intergovernmental Agreement Between the City of Urbana and the Champaign-Urbana Public Health District Concerning the Joint Issuance of Food Handling Licenses and Health Permits.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of January, 2025.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_ day of January, 2025.

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

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA  
AND THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT CONCERNING  
THE JOINT ISSUANCE OF FOOD HANDLING LICENSES AND HEALTH PERMITS**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, functions, or authority exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the state; and

WHEREAS, the City of Urbana presently issues licenses to food service establishments within its corporate limits; and

WHEREAS, the Champaign Urbana Public Health District also issues health permits to many of the same food service establishments that are so licensed by the City; and

WHEREAS, since 1996 the parties have arranged for the joint and concurrent issuance of City food service establishment licenses and health permits by the Health District via Intergovernmental Agreement; and

WHEREAS, the joint issuance of City licenses and Health District permits by the Health District promotes consistency and efficiency and avoids duplicative administrative process; and

WHEREAS, the City of Urbana and the Champaign-Urbana Public Health District desire to continue this cooperative arrangement through a new Intergovernmental Agreement that incorporates changes to various aspects, including the fees for food service establishments and the processing and reimbursement to the City thereof by the Health District.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN the City of Urbana, Illinois (hereinafter referred to as "City") and the Champaign-Urbana Public Health District (hereinafter referred to as "Health District"):

1. **Definitions.** As used herein, the following words shall have the meaning ascribed to them:
  - A. **License/Permit.** The combined governmental authorization contemplated herein, which shall combine on one form both the license of the City and the permit of the Health District pertaining to a single establishment.
  - B. **Licensed Location.** The site or location in the City of Urbana for which the "license/permit" is issued under this Agreement.
2. **Issuance of Permit.** That commencing with the license year beginning on April 1, 2025, the Health District shall issue a single license/permit to each qualified applicant under the Health District rules, regulations and ordinances and the governing ordinances of the City.
3. **Licensed Establishments.** That the food service establishments to be licensed under this Agreement shall be those for which the City requires a license and the Health District requires a health permit.
4. **License Fees.** The Health District shall collect from the applicant the fee established by

the City for the City license issued pursuant to this Agreement with the following exceptions:

- A. Food establishment with an Illinois sales tax exemption (establishment must provide proof)
- B. Food establishment that is a government agency (ex: park district, school district), unless the food services of the establishment are provided by a for-profit company
- C. Food establishment or other groups applying for a temporary permit

The Health District shall pay such fees over to the City on an annual basis. The City agrees the fees shall remain constant for five-year periods beginning the date of this agreement. After that period, the City retains the right to establish whatever license fee it deems appropriate and proper under existing law. The Health District agrees to provide to the City, without charge, copies of any license application or other related documentation submitted for the City license, upon request.

- 5. Suspension and Revocation. Nothing in this Agreement, however, shall be construed to prevent the City from revoking or suspending the license issued hereunder nor prevent the Health District from revoking or suspending any permit issued hereunder. And additionally, each party agrees to amend its ordinances, rules and regulations in whatever manner is necessary so that if a City revokes or suspends a license issued hereunder, then, and in that event, the Health District shall take steps required to revoke or suspend the health permit; similarly, if the Health District revokes or suspends its health permit issued hereunder, then and in that event, the City shall take steps required to revoke or suspend the City license issued.
- 6. Fee. The parties agree that for each license/permit issued by the Health District as provided herein, the Health District shall retain from the license fee a processing fee of \$20.00, provided further that upon 60 days' notice by the Health District to the City, the administrative fee may be decreased or increased, but only one increase shall be permitted each calendar year unless the parties agree to such increase. The Finance Director may authorize any such increase on behalf of the City.

CITY OF URBANA, ILLINOIS

CHAMPAIGN-URBANA  
PUBLIC HEALTH DISTRICT

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

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

ATTEST: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew Roeschley, City Attorney





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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 6, 2025 Committee of the Whole

**Subject:** A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Children’s Home (FY 2024 – 2025)

A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Township (FY 2024 – 2025)

A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Sola Gratia Farm (FY 2024 – 2025)

A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – STEAM Genius (FY 2024 – 2025)

A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana Park District (FY 2024 – 2025)

A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana School District #116 (FY 2024 – 2025)

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### Summary

#### *Action Requested*

City Council is being asked to approve the six attached resolutions. The resolutions approve and authorize the execution of subrecipient agreements as part of the City’s Sustaining Urbana Neighborhoods (SUN) grant program. Award amounts for each program can be found in Exhibit A, and program descriptions can be found in Exhibit B.

#### *Brief Background*

The SUN grant program promotes community-based activities in support of the City’s goals for climate resiliency and sustainability. The SUN program provides funding to support programs, services, or small-scale improvement projects that further one or more of the following:

- Promotes healthy, sustainable, community living
- Fosters creativity and collaboration to enhance climate resiliency
- Includes diverse, multi-generational Urbana residents in the process of creating climate related actions and strategies

## **Relationship to City Services and Priorities**

### *Impact on Core Services*

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

### *Strategic Goals & Plans*

Approval of the proposed resolutions will further the City Council Strategic Goal 3.3 C. *Create a grant program for community environmental projects.*

### *Previous Council Actions*

On June 26, 2023, City Council passed [Ordinance 2023-06-019](#): An Ordinance Adopting the Fiscal Year 2023-2024 Budget, which included \$100,000 in the general fund for environmental project partnerships with community organizations. On March 24, 2024, the Urbana City Council passed [Resolution No. 2024-02-013R](#): A Resolution Adopting Mayor/ City Council Strategic Goals 2024-2025, which included goal 3.3 C. *Create a grant program for community environmental projects.* The \$100,000 set aside was rolled over into the Fiscal Year 2024-2025 budget, which was approved by Council in [Ordinance 2024-06-024](#).

## **Discussion**

### *Additional Background Information*

Applications for the SUN grant program opened on September 3, 2024, and closed November 4, 2024. Staff solicited proposals by sharing information through the City's social media accounts, the local news media, and with various campus environmental groups. A total of eight applications were submitted by the November 4 deadline.

A Review Committee was then convened to review and score the grant proposals, and to make funding recommendations. The Committee recommends funding six programs, totaling \$71,700. The Committee based funding recommendations on several factors, including:

- Alignment with program goals.
- Anticipated long-term impact.
- Project feasibility.
- Proposed numbers served.

### *Fiscal Impact*

In FY25, Council budgeted \$100,000 in general funds to support environmental project partnerships with community organizations. There will be no further impact on the General Fund.

*Recommendation*

City Council is asked to approve the six attached resolutions authorizing the execution of subrecipient agreements as part of the City's Sustaining Urbana Neighborhoods (SUN) grant program. Council may also elect to provide direction on potential alternative uses for the SUN program balance of \$28,300.

*Next Steps*

Once the resolutions are approved by Council, staff will execute SUN grant agreements with each of the six agencies. The grant period will end September 30, 2025.

**Attachments**

1. Exhibit A: Funding Recommendations
2. Exhibit B: Program Descriptions
3. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Children's Home (FY 2024 – 2025)
  - a. Grant Agreement – Cunningham Children's Home (FY 2024 – 2025)
4. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Cunningham Township (FY 2024 – 2025)
  - a. Grant Agreement – Cunningham Township (FY 2024 – 2025)
5. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Sola Gratia Farm (FY 2024 – 2025)
  - a. Grant Agreement – Sola Gratia Farm (FY 2024 – 2025)
6. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – STEAM Genius (FY 2024 – 2025)
  - a. Grant Agreement – STEAM Genius (FY 2024 – 2025)
7. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana Park District (FY 2024 – 2025)
  - a. Grant Agreement – Urbana Park District (FY 2024 – 2025)
8. A Resolution Approving and Authorizing the Execution of a Sustaining Urbana Neighborhoods Grant Agreement – Urbana School District #116 (FY 2024 – 2025)
  - a. Grant Agreement – Urbana School District #116 (FY 2024 – 2025)

Originated by: Breaden Belcher, Grants Division Manager

Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

**Exhibit A**  
Award Amounts

<b>Agency:</b>	<b>Project Name:</b>	<b>Award Amount:</b>
Cunningham Children's Home	Washington Street Pollinator Pathway	\$10,000
Cunningham Township	Solidarity Gardens	\$18,700
Sola Gratia Farm	Community Classroom Improvements	\$10,000
STEAM Genius	Street College Course	\$13,000
Urbana Park District	FRESH Crew Teen Stewardship Program	\$10,000
Urbana School District #116	Farm to School Program	\$10,000
<b>Total:</b>		<b>\$71,700</b>

## Exhibit B

### Project Description

#### **Cunningham Children's Home** Washington Street Pollinator Pathway

We propose to create a pollinator habitat and rain garden in the front yard of The Kendall Gill Boys Group Home, an institutional facility of the Cunningham Children's Home that is located on a high-visibility intersection in a residential neighborhood in the middle of Urbana.

The most obvious goals of this project are related to environmental stewardship. Today there is growing acknowledgment of the ecological costs of lawns. Pollinator gardens provide essential habitats for bees, butterflies, birds, and other beneficial insects. Integrating a rain garden into this habitat increases its attractiveness to pollinators by providing additional resources like water and shelter. Rain gardens also absorb and filter rainwater, helping to prevent runoff and erosion. The Kendall Gill Boys Group Home property (its total area is close to a half-acre) has a large proportion of impervious area in the form of roof coverage and driveway/parking. The largest continuous area of impervious area—the 4,500 square foot subject area of this project—slopes toward the intersection of Vine and Washington, further increasing the amount of stormwater discharge off of the property. As part of the proposed project, the ground would be regraded, and a small retaining wall would be built to create a shallow basin that captures discharge from downspouts.

Another crucial goal of the rain and pollinator garden are the opportunities it provides for teaching people about the importance of water conservation, native plant species, and pollinator conservation. We plan to integrate signage into the landscape to act as a long-term instructional aid for residents of the Boys Home and the numerous pedestrians that pass by the site. We will also host at least two educational events during the construction of the project, in collaboration with Illinois Extension educators. Another critical form of education is hands-on experience by residents of the Boys Home in the planting and maintenance of the garden.

Lastly, a significant motivation for the proposed project is community-building and collaboration. The Boys Home is an institutional facility located in a residential neighborhood, yet there is very little to no interaction between the Boys Home and nearby residents. We see the project as an invaluable opportunity to bring together different residents of our neighborhood around shared interests in environmental stewardship and gardening and create a bridge between the Cunningham Children's Home institution and everyday residents. This application emerged from discussions between me and Justin Vozzo, a botanist employed by Illinois Extension. Justin lives 4 blocks west of the Boys Home (Washington/Cedar) and I live 6 blocks east (Washington/Lynn). Over the past three years we have worked together on 5 different native plant landscapes in front yards along Washington Street. We hope to make the Boys Home one more site in a pollinator pathway that extends down Washington Street—and inspire other neighborhood residents to convert their own yards into habitat.

We expect to raise additional funds (\$1,000–1,500) from among neighborhood residents to fund ongoing maintenance in years 1–3 (also supplemented by volunteer weeding/clean-up days) to ensure the long-term success of the garden.

## Cunningham Township

### Solidarity Gardens

As Solidarity Gardens enters its fifth year, we seek support from the City of Urbana to grow our infrastructure to keep up with growing demand—for garden space and fresh produce. In 2023, the number of applications to be an affiliate garden doubled. In 2024, the demand for free garden plots for low-income and immigrant families increased fivefold. And requests for food support are up by 50%: 1,029 families received food support from Cunningham Township in 2023, whereas for 2024 Township is on track to serve more than 1,500 families.

Note: Over 90% of families receiving township food assistance live in Urbana.

Meanwhile, some gardens reported setbacks with the closure of the Lierman Avenue Garden, challenges retaining volunteers, and issues with soil fertility and responding to drought and unpredictable weather.

Solidarity Gardens requests funding from the City of Urbana SUN Grant to support key one-time upgrades that will allow us to grow more food and ensure greater sustainability for Solidarity Gardens programs serving Urbana residents, namely:

1. Garden Tool Shed for Aspen Court Community Garden
2. Onsite Compost Planning and Infrastructure
3. Garden Irrigation Systems

As Solidarity Gardens is a large collaboration of many organizations, we are submitting a single proposal reflecting the highest needs of the network.

#### Aspen Court Garden Tool Shed

Aspen Court Community Garden is now under development with the goal of creating a productive, safe, welcoming community garden space at Aspen Court, a 138-unit development with a mixture of subsidized and affordable market-rate apartments. This location is significant in that it is just a half block from the former Lierman Avenue community garden, which has been designated for future low-income housing development. For years, Lierman Garden has been an important space for fellowship, community building, and regular, free fresh produce.

Tommy Askin, a local resident, is the garden leader of the Aspen Court Community Garden, which has a letter of support from the property manager at Aspen Court. While working towards his dream of a replacement garden for Lierman, Mr. Askin has helped his neighbors develop dozens of “pocket gardens” in yards all around Aspen Court that allow residents the ability to produce food for themselves right outside their doors.

Continuing his efforts and with Solidarity Gardens support, Tommy Askin has worked on expanding Aspen Court Community Garden into a centrally located communal plot donated by and just behind the Aspen Court Apartments Office. Due to the inability to relocate the large garden shed from Lieman to this new location at Aspen Courts, we are hoping to provide this garden space with a much-needed secure tool shed to safely store a rototiller and other necessary garden tools and

to establish this location as a strong community garden for years to come. The cost also includes insurance for the garden plot and shed.

Community engagement, measured through workdays and assessment by garden leader Tommy Askin, and impact of production of food, measured by poundage of produce and statements from community members, are our metrics for success at this location.

### Onsite Compost Program Planning & Infrastructure Development

Community Compost Sites is a project with multiple benefits: it will lower the operational costs of our ever-expanding network of gardens, increase soil quality, and engage neighbors in supporting their nearest solidarity garden while reducing the volume of their trash headed to landfills.

Our garden leaders have reported seeing soil erosion and declining crop productivity of several garden spaces that have been part of Solidarity Gardens for years. However, this year due to budget constraints, we were not able to offer each garden as much compost as would be ideal for each site to fully amend and repair the beds. The main issue is not only the cost of compost itself, sourced from Landscape Recycling Center, but the more restricting cost of delivering large quantities of compost to each of our current sixteen gardens. With high third-party delivery costs every trip and many places to deliver to, we would like to work on developing more compost infrastructure, including communally located, volunteer-managed compost sites, which would allow us to develop more closely sourced, healthy, soil-amending compost each year.

Placing compost sites at our garden sites in residential areas offers neighbors with small yards a central community space to put their kitchen scraps and yard waste to better use, amending our community gardens instead of rotting in landfills. Communal composting projects require well-thought-out infrastructure, a steady amount of labor to maintain, and even require testing to use toward food production, which is why Solidarity Gardens has not only garnered community interest and enthusiasm in this project among our volunteer network but also partnered with the UIUC School of Social Work's Community Learning Lab, where dozens of students will be assisting in the design of this community project, with input and expertise from Sola Gratia farms. We will plan this project in 2025 and implement it in 2026, therefore we have budgeted for another year of compost purchasing and delivery.

Volunteer and community engagement, measured by check-ins at garden locations and assessment of reports back from garden leaders, as well as volume of compost produced over 3-5 years are our metrics for success for this project.

### Garden Irrigation System

Our Affiliate Gardens are operated by volunteers who require support to develop infrastructure to grow the productivity of their gardens and manage the unpredictability caused by climate change.

Drip irrigation ensures that vegetable crops grow and produce with high success rates. Irrigation systems offer more consistent and direct-to-plant watering, maximize the usage of the water by plants, and lower the amount of time needed to thoroughly water a full garden space. Even the best irrigation systems don't last forever and need occasional repairs and replacements, especially after a

few years. Our gardens would benefit from connector parts, hoses, and repair kits to be able to offer drip irrigation at every location and maintain them season after season. In addition to expanding our irrigation infrastructure, gardens need other supplies as tools, fencing, and beds become worn and gardens look to expand.

The amount of food produced, measured by pounds of produce harvested, is our primary metric of success, which is measured by gardens and at produce donation sites. This metric demonstrates the impact Solidarity Gardens has in providing substantial food to our community. In the 2023 growing season, Solidarity Gardens recorded over 4,000 pounds of produce harvested, not including the produce harvested directly by our welcome community members at our locations such as the CTSO Come and Eat Garden.

### **Sola Gratia Farm**

#### Community Classroom Improvements

Despite being surrounded by farmland, Champaign County suffers from a 9.5% overall food insecurity rate, according to Feeding America. In addition, the USDA Food Access Research Atlas has identified several significant tracts in both Urbana and Champaign with high populations of low-income residents. All 9 schools in Urbana School District 116 (USD116) participate in the Community Eligibility Provision (CEP) of the National School Lunch Program, and 74% of district students are considered low-income, meaning they are eligible to receive free or reduced-price lunches, live in substitute care, or their families receive public aids. Furthermore, over 70% of these students identify as a member of a systemically excluded racial or ethnic minority group.

SGF's agricultural education program aims to address this inequity by offering accessible agriculture and nutrition education opportunities through events, classes, tours, demonstration days, and signage, with particular consideration for low-income students and families. The goal of the program is to educate and empower our community 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 and foster an understanding of the civic, economic and environmental value of sustainable ways of living. Finally, the program aims to help young people connect to the natural world and build practical skills in planning, problem-solving, teamwork, and experimentation, which may open them to new educational and recreational experiences.

Our educational programming is made possible through our extensive partnerships throughout our community. SGF works with schools in USD116 and Champaign Unit School District 4 (Unit 4), Cunningham Children's Home, Urbana Head Start, Urbana Neighborhood Connections Center, Urbana Park District (UPD), Parkland Community College, University of Illinois, and University of Illinois Extension to offer outreach and education programs to youth, including farm tours, summer day camps, and classroom visits. SGF also networks with 15+ community partners to achieve education and food access goals, including: partnering with Champaign-Urbana Public Health District (CUPHD) on Farm to School initiatives in USD116 schools and a weekly free market in the Silverwood/Sunnycrest neighborhoods of Urbana; with farmer advocacy organization The Land Connection (TLC) to offer a low-income CSA program; with Cunningham Children's Home, Housing Authority of Champaign County (HACC) YouthBuild, Youth Employment Service (YES),

and Driven to Reach Excellence and Academic Achievement for Males (DREAAM) to function as a skill-building and job training site; and with Cunningham Township Supervisor's Office, UPD, Champaign Park District, and Channing Murray Foundation to lead Solidarity Gardens, a community gardening initiative leveraging the efforts of home and community gardeners to produce food for those in need and direct produce through our partnerships with local food banks, advocacy groups, and neighborhood groups. As we continue to expand and improve our Community Classroom, we intend to deepen our programming with our partner organizations, especially organizations supporting youth, such as DREAAM and Ujima Retreat Center. We hope to work with these organizations to mutually advance our programming goals by developing garden plots in collaboration with their students, combining their creativity and interests with our expertise and resources. To support this extension, we are in the process of hiring a new part-time Farm Educator position. With new staff available, we will be able to commit to expanded and enhanced programming with a wider variety of partners than ever before.

We are currently on track with our 4-year plan (2024-2028) to develop our Community Classroom, having established learning garden spaces and developed some preliminary signage. Our next steps are to establish seating (currently funded by the City of Urbana through the Youth Services Grant), shade, storage, and accessibility elements to improve the space as a community asset, as well as expanding our programming with our partners. We will know we are succeeding in our primary objectives if we see an increase in repeat visits from our partner groups and community members, as well as self-reported skill development and positive experiences.

### **STEAM Genius**

#### Street College Course

Our goal under this grant is to amplify the voice of young people to make sustainability cool. STEAM Genius is in the business of making Science, Technology, Engineering, Arts, and Math (STEAM) cool under the umbrella of "Street College," through hands-on Hip Hop activities such as audio engineering, dance, and spoken arts.

Modeled on grant-funded "Street College: Studio Saturdays," a free-to-youth program which has offered music creation and production regularly in 2024 at the School of Music, this project will work with up to 15 youths to compose a song and music video related to sustainability that will be posted to the Urbana city website, that of STEAM Genius, and other local means of publicity (WILL, WCIA). "Studio Saturdays" is a collaboration with the proposed Hip Hop Innovation Center at the University of Illinois <https://go.illinois.edu/studiosaturdays/> and we will continue to share instructors, spaces and equipment with that program to implement this proposal. We already have Street Media curricula in place, funded by IDHS, that would be expanded with this grant.

A similar music video project occurred during the pandemic when STEAM Genius worked with youth and local professionals to drive home the need to wear face masks:

<https://youtu.be/eRkxcM8YJY0>

Working collaboratively, the youth will be introduced to content about climate change and local efforts to address it and will then create a song that expresses their feelings and hopes. This funding will support "Street College" programming in several locations. We have partnerships in place not only with the University but also with local public-school administrators and teachers in Urbana and with the Urbana Park District, through previous joint programming.

Music educators at the University have robust connections with public school music programs. In tandem with elementary school teachers, we will identify a way in which younger students can be involved in the music creation, either in their own classroom or through visits with the high school students in production areas, or both. One idea would be to have the younger students write a verse for the collective song-writing effort.

The STEAM Genius grant currently funded by IDHS supports Street College offerings that can be expanded with additional funding. The Street Musicology course includes two tracks, Music Technology and DJing Entrepreneurship, which focus on the technical aspects of Hip Hop, including engineering and production. Street Media is a relaunch of our previous collaboration with WILL-TV/Illinois Public Media. Street Media focuses on research and deep understanding of topics to then produce podcasts and radio shows. This additional funding will not only provide more opportunities for youth to gain practical skills and relevant knowledge by expressing themselves through song, imagery and movement but it also will strengthen their understanding of Urbana's sustainability commitments and promote sustainability from a youth perspective in Urbana. We know from experience that when kids create and perform, the adults in their lives generally get involved as well, thus further broadening the reach of sustainability messaging.

Funds are needed to pay adult staff to guide the youth in project creation as well as introducing relevant content about climate change and local efforts to address it. Tomas Delgado, coordinator of Nurtured in Nature, would be an excellent resource, for example.

[https://www.instagram.com/\\_nurtured\\_in\\_nature\\_/](https://www.instagram.com/_nurtured_in_nature_/). We envision five Saturdays of two-hour sessions each in February and March to learn about key topics and then write and produce the song. The videographer and audio engineer will help instruct the youth and then finalize an excellent production for screening and public posting. The performance will be scheduled outdoors in April or May. We will utilize the Hip Hop Xpress bus to drive through Urbana playing the song to create excitement and announce the upcoming performance.

We have the audio equipment we need and readily available engineers and videographers who could work with the youth.

The key deliverable will be to produce a song about sustainability with related audio and video recordings. Success will be measured by the engagement of the youth and completion of the project from beginning to end at the live performance.

### **Urbana Park District**

#### **Fresh Teen Stewardship Program**

The Urbana Park District's FRESH Crew is a nature work club for teens in grades 6-12 (age 12-18) that started in January 2020. FRESH stands for Future Responsible Environmental Stewardship Heroes. Through FRESH Crew programming, the park district seeks to provide opportunities for teens to grow as leaders, decision-makers, and critical thinkers and to become more proactive, confident, and independent.

FRESH Crew has been meeting weekly during the summer (June - August) and monthly during the school year (September - May), however we would like to expand this program to meet twice per month during the school year starting in January 2025.

During volunteer stewardship days, FRESH Crew participants engage in hands-on activities such as removing invasive species, planting native plants, gardening at community garden sites (including Solidarity Gardens), and harvesting native plant and tree seeds. Additionally, the program offers educational opportunities by hosting guest speakers who share insights about the environment. Time is also set aside for participants to explore, photograph and record diverse species of insects and plants, and to enjoy general recreation in Urbana's natural areas.

The FRESH Crew program empowers local youth to contribute to building a more environmentally sustainable community. Through volunteer stewardship of natural resources, environmental education, and collaboration with organizations like Solidarity Gardens, the program instills environmental responsibility and leadership skills including cooperation, communication, and critical thinking.

Given that today's youth will face the long-term consequences of climate-related decisions, the Urbana Park District is committed to equitably involving them in creating solutions and leading the charge toward a more sustainable future. We have recently been consulting with Tomas Delgado from the "Nurtured in Nature" initiative--specifically for BIPOC (Black, Indigenous and people of color) individuals--to explore and address potential barriers to participation from BIPOC teens. We are also seeking to expand collaborations with new community partners, such as the Urbana Neighborhood Connections Center, to increase the program's reach and engage under-served youth in environmental justice and climate action.

FRESH Crew fosters climate awareness, active participation in climate solutions, and a deepened connection to their community through environmental stewardship. By engaging teens in this meaningful work, we are helping to cultivate the next generation of climate and community leaders. Success for FRESH Crew is measured through sustained and growing participation, quantifiable impacts on natural areas management (such as the removal of invasive species, the number of native seed harvested, and the number of acres managed), as well as participant feedback about their experience, increased skills/understanding and personal connection to nature. We also aim to inspire participants to expand their impact by taking part in other sustainability and climate action initiatives in Urbana.

### **Urbana School District #116**

#### **Farm to School Program**

The Urbana School District's Farm to School program was formed as a partnership between Sola Gratia Farm, Champaign-Urbana Public Health District, and USD116 with the help of a USDA Farm to School grant. Along with other grants and funding from the Urbana School District, over the last four years Farm to School (F2S) has filled out all of the above-mentioned schools with school gardens where pesticide- and herbicide-free growing techniques are utilized and taught. F2S also created stipend for Garden Coordinator positions so that each garden has a teacher or staff member dedicated to caring for and coordinating interaction and use of the gardens via student garden clubs, collaborations with teachers and community members, and after-school programs. Farm to School is an integrated, multi-faceted program, and its initiatives, along with school gardens, are available to all 4,266 Urbana students as well as members of the community. During seasons where more hands are needed in the garden, there are opportunities for parents/guardians and

members of the community to work, learn, and interact with the gardens alongside students creating multi-generational connections. In times of heavy production, the harvests are often sent home with students or other garden helpers for families to include in their meals.

Farm to School also created curriculum kits for check-out for pre-K through 8th grade to facilitate learning about food; where it comes from, how to grow it, how it is marketed, how to prepare it, etc. Both the gardens and the curriculum kits teach children about the value of sustainable growing practices with the hope that they take what they learn home, share it with their families, and use it throughout their lives and pass it on to their children. There are kits for learning in the garden and others for learning in the classroom so that learning about growing food isn't restricted to fair weather. Some schools have set up indoor grow spaces with garden towers and grow boxes so that learning about how to grow food is a year-round activity. Some classrooms are fortunate to have windows with good enough light to grow things that fit in those spaces like herbs or lettuces. One school currently has a counter-space experiment set up with pots growing different kinds of tea.

Earlier this year, with funding from a City of Urbana Youth Services Grant, Farm to School rolled out a Local Food Systems Directory which was designed to help teachers connect with guest speakers and field trip destinations within the local foods arena. From maple syrup to mushrooms, the directory is a resource available to everyone who wants to connect with farmers, educators, researchers, chefs, processors, and the list goes on. The directory is always being updated to include new connections as we make them.

Farm to School would like to use the SUN grant funds in two ways. One is to provide our school gardens with funds to improve and expand their gardens. This could be anything from lumber to build raised beds, soil and mulch, seeds, pots, trellising, tool storage, indoor growing systems, or gloves and garden tools for little hands. Each school garden is unique as are its needs.

The second use of the SUN grant funding is to put the Local Food Systems Directory to work and provide funding for teachers to take their students on field trips or to pay guest speaker stipends. School bus costs have gone up 15% since last school year which makes many trips cost prohibitive. Funding for buses and/or entry fees will help more teachers take their classes to visit local businesses. Being able to see first-hand what goes on behind the scenes can engage and inspire so much more than just reading or watching a video. Another way to engage and inspire is to provide classes with guest speakers. Some collaborators have this covered as part of their job, but many don't. In order to make guest speaking engagements a sustainable part of Farm to School curriculum, it is important they are compensated for their time and travel. Some of the guest speakers in the directory have institutional support backing their ability to educate free of charge (U of I Extension, UIUC, etc.), but it may be financially difficult for a local producer/business/entrepreneur to be able to take time away from their work to come speak with students. Supporting them financially to connect with students not only propagates their knowledge to future generations but financially supports them in continuing to do their good work which, in most cases, is environmentally friendly work.

In order to gauge the effective use of these funds, we will track:

- 1) number of students who participate in field trip/guest speaking engagements
- 2) number of students who participate in activities in the school gardens
- 3) number of community partnerships (guest speakers/field trips)

- 4) number of curriculum kits checked out/number of classrooms engaged
- 5) number and type of growing spaces at each school
- 6) number of plant varieties grown at each school

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**CUNNINGHAM CHILDREN'S HOME**

**(FY 2024 – 2025)**

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

**WHEREAS**, Cunningham Children’s Home has heretofore expressed their intent to administer the Washington Street Pollinator Pathway project utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000.00 in City general funds to Cunningham Children’s Home for the Washington Street Pollinator Pathway project in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**CITY OF URBANA  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name	<u>Cunningham Children's Home</u>
Grantee Address	<u>1301 N Cunningham Ave., Urbana, IL 61802</u>
Project Name:	<u>Washington Street Pollinator Pathway</u>

This Sustaining Urbana Neighborhoods Grant Agreement (“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:

- 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 project (the “Project”): Washington Street Pollinator Pathway. The project description can be found in Exhibit A.
- Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
- Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
- Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
- Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
- Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall

make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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

Grantee

Ginger Mills, Director of Advancement  
Cunningham Children's Home  
1301 N Cunningham Ave  
Urbana, IL 61802  
gmills@cunninghamhome.org

City of Urbana

Breaden Belcher, Grants Division Manager  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

David Huber

907A E Washington St  
Urbana, IL 61801  
davidhuber@gmail.com

18. **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.

19. **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.

20. **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: \_\_\_\_\_  
Name  
Title

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

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

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

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

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

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

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

## Exhibit A Project Description

We propose to create a pollinator habitat and rain garden in the front yard of The Kendell Gill Boys Group Home, an institutional facility of the Cunningham Children's Home that is located on a high-visibility intersection in a residential neighborhood in the middle of Urbana.

The most obvious goals of this project are related to environmental stewardship. Today there is growing acknowledgement of the ecological costs of lawns. Pollinator gardens provide essential habitats for bees, butterflies, birds, and other beneficial insects. Integrating a rain garden into this habitat increases its attractiveness to pollinators by providing additional resources like water and shelter. Rain gardens also absorb and filter rainwater, helping to prevent runoff and erosion. The Kendell Gill Boys Group Home property (it's total area is close to a half acre) has a large proportion of impervious area in the form of roof coverage and driveway/parking. The largest continuous area of permeable area—the 4,500 square foot subject area of this project—slopes toward the intersection of Vine and Washington, further increasing the amount of stormwater discharge off of the property. As part of the proposed project, the ground would be regraded and a small retaining wall would be built to create a shallow basin that captures discharge from downspouts.

Another crucial goal of the rain and pollinator garden are the opportunities it provides for teaching people about the importance of water conservation, native plant species, and pollinator conservation. We plan to integrate signage into the landscape to act as a long-term instructional aid for residents of the Boys Home and the numerous pedestrians that pass by the site. We will also host at least two educational events during the construction of the project, in collaboration with Illinois Extension educators. Another critical form of education is hand-on experience by residents of the Boys Home in the planting and maintenance of the garden.

Lastly, a significant motivation for the proposed project is community-building and collaboration. The Boys Home is an institutional facility located in a residential neighborhood, yet there is very little to no interaction between the Boys Home and nearby residents. We see the project as an invaluable opportunity to bring together different residents of our neighborhood around shared interests in environmental stewardship and gardening and create a bridge between the Cunningham Children's Home institution and everyday residents. This application emerged from discussions between myself and Justin Vozzo, a botanist employed by Illinois Extension. Justin lives 4 blocks west of the Boys Home (Washington/Cedar) and I live 6 blocks east (Washington/Lynn). Over the past three years we have worked together on 5 different native plant landscapes in front yards along Washington Street. We hope to make the Boys Home one more site in a pollinator pathway that extends down Washington Street—and inspire other neighborhood residents to convert their own yards into habitat.

We expect to raise additional funds (\$1,000-1,500) from among neighborhood residents to fund ongoing maintenance in years 1-3 (also supplemented by volunteer weeding/clean-up days) to ensure the long term success of the garden.

**Exhibit B**  
**Budget**

<b>Item</b>	<b>Amount</b>	<b>Description</b>
Erosion control measures	\$500.00	Permit fee + purchase and installation of straw wattles
Design/ engineering fees	\$500.00	Sizing of rain garden and placement of plant material
Materials	\$6,500.00	Plants, soil, mulch, landscape rocks/stones
Signage	\$250.00	Explanatory signage
Educator stipends	\$500.00	Two events open to public
Construction labor/services	\$1,250.00	Grading and retaining wall
Hand tools	\$250.00	Purchase of hand tools to be kept at Boys Home for resident use
Water/Food	\$250.00	For volunteers during community planting events
Volunteer Labor	\$0.00	Planting to be done by neighborhood residents
<b>Total:</b>	\$10,000.00	

**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



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

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

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

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

Final Report? Yes

No

Project is on schedule:

Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**CUNNINGHAM TOWNSHIP  
(FY 2024 – 2025)**

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

**WHEREAS**, Cunningham Township has heretofore expressed their intent to administer their Solidarity Gardens project 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 \$18,700.00 in City general funds to Cunningham Township for the Solidarity Gardens project in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**CITY OF URBANA**  
**SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name	<u>Cunningham Township</u>
Grantee Address	<u>205 W Green St, Urbana 61801</u>
Project Name:	<u>Solidarity Gardens</u>

This Sustaining Urbana Neighborhoods Grant Agreement (“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 \$ 18,700.00 for use in administering the following project (the “Project”): Solidarity Gardens. The project description can be found in Exhibit A.
2. **Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
3. **Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
4. **Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
5. **Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
6. **Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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

Danielle Chynoweth, Supervisor  
Cunningham Township  
205 W Green St  
Urbana 61801  
danielle@ctso.org

City of Urbana

Breaden Belcher, Grants Division Manager  
City of Urbana  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

18. **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.

19. **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.

20. **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: \_\_\_\_\_

Danielle Chynoweth  
Supervisor

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

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

Diane Wolfe Marlin  
Mayor

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

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

Name  
Title

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

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

Darcy E Sandefur  
City Clerk

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

## Exhibit A Project Description

### **Project Description:**

As Solidarity Gardens enters its fifth year, we seek support from the City of Urbana to grow our infrastructure to keep up with growing demand – for garden space and fresh produce. In 2023, ***the number of applications to be an affiliate garden doubled***. In 2024, the ***demand for free garden plots for low income and immigrant families increased five fold***. And requests for food support are up by 50%: ***1029 families received food support from Cunningham Township in 2023, whereas for 2024 Township is on track to serve more than 1500 families***. *Note: over 90% of families receiving township food assistance live in Urbana.*

Meanwhile, some gardens reported setbacks with the closure of the Lierman Avenue Garden, challenges retaining volunteers, and issues with soil fertility and responding to drought and unpredictable weather.

Solidarity Gardens requests funding from the City of Urbana SUN Grant to support key one-time upgrades that will allow us to grow more food and ensure greater sustainability for Solidarity Gardens programs serving Urbana residents namely:

1. Garden Tool Shed for Aspen Court Community Garden
2. Onsite Compost Planning and Infrastructure
3. Garden Irrigation Systems

As Solidarity Gardens is a large collaboration of many organizations, we are submitting a single proposal reflecting the highest needs of the network.

### **Aspen Court Garden Tool Shed**

Aspen Court Community Garden is now under development with the goal of creating a productive, safe, welcoming community garden space at Aspen Court, a 138 unit development with a mixture of subsidized and affordable market rate apartments. This location is significant in that it is just a half block from the former Lierman Avenue community garden which has been designated for future low income housing development. For years, Lierman Garden has been an important space for fellowship, community building and regular, free fresh produce.

Tommy Askin, a local resident, is the garden leader of the Aspen Court Community Garden, which has a letter of support from the property manager at Aspen Court. While working towards his dream of a replacement garden for Lierman, Mr. Askin has helped his neighbors develop dozens of “pocket gardens” in yards all around Aspen Court that allow residents the ability to produce food for themselves right outside their doors.

Continuing his efforts and with Solidarity Gardens support, Tommy Askin has worked on expanding Aspen Court Community Garden into a centrally located communal plot donated by and just behind the Aspen Court Apartments Office. Due to the inability to relocate the large garden shed from Lieman to this new location at Aspen Courts, we are hoping to provide this garden space with a much-needed secure tool shed to safely store a rototiller and other necessary garden tools and to establish this location as a strong community garden for years to come. The cost also includes insurance for the garden plot and shed.

Community engagement, measured through work days and assessment by garden leader Tommy Askin, and impact of production of food, measured by poundage of produce and statements from community members, are our metrics for success at this location.

### **Onsite Compost Program Planning & Infrastructure Development**

Community Compost Sites is a project with multiple benefits: it will lower the operational costs of our ever-expanding network of gardens, increase soil quality, and engage neighbors in supporting their nearest solidarity garden while reducing the volume of their trash headed to landfills.

Our garden leaders have reported seeing soil erosion and declining crop productivity of several garden spaces that have been part of Solidarity Gardens for years. However, this year due to budget constraints, we were not able to offer each garden as much compost as would be ideal for each site to fully amend and repair the beds. The main issue is not only the cost of compost itself, sourced from Landscape Recycling Center, but the more restricting cost of delivering large quantities of compost to each of our current sixteen gardens. With high third party delivery costs every trip and many places to deliver to, we would like to work on developing more compost infrastructure, including communally-located, volunteer-managed compost sites, which would allow us to develop more closely sourced, healthy, soil-amending compost each year.

Placing compost sites at our garden sites in residential areas offers neighbors with small yards a central community space to put their kitchen scraps and yard waste to better use, amending our community gardens instead of rotting in landfills. Communal composting projects require well thought-out infrastructure, a steady amount of labor to maintain, and even require testing to use toward food production, which is why Solidarity Gardens has not only garnered community interest and enthusiasm in this project among our volunteer network but also partnered with the UIUC School of Social Work's Community Learning Lab, where dozens of students will be assisting in the design of this community project, with input and expertise from Sola Gratia farms. We will plan this project in 2025 and implement it in 2026, therefore we have budgeted for another year of compost purchasing and delivery.

Volunteer and community engagement, measured by check-ins at garden locations and assessment of reports back from garden leaders, as well as volume of compost produced over 3-5 years are our metrics for success for this project.

**Garden Irrigation Systems**

Our Affiliate Gardens are operated by volunteers who require support to develop infrastructure to grow the productivity of their gardens and manage the unpredictability caused by climate change.

Drip irrigation ensures that vegetable crops grow and produce with high success rates. Irrigation systems offer more consistent and direct-to-plant watering, maximize the usage of the water by plants, and lower the amount of time needed to thoroughly water a full garden space. Even the best irrigation systems don't last forever and need occasional repairs and replacements, especially after a few years. Our gardens would benefit from connector parts, hoses, and repair kits to be able to offer drip irrigation at every location and maintain them season after season. In addition to expanding our irrigation infrastructure, gardens need other supplies as tools, fencing, and beds become worn and gardens look to expand.

Amount of food produced, measured by pounds of produce harvested, is our primary metric of success, which is measured by gardens and at produce donation sites. This metric demonstrates the impact Solidarity Gardens has in providing substantial food to our community. In the 2023 growing season, Solidarity Gardens recorded over 4,000 pounds of produce harvested, not including the produce harvested directly by our welcome community members at our locations such as the CTSO Come and Eat Garden.

**Exhibit B**  
Budget

<b>Item</b>	<b>Amount</b>	<b>Description</b>
Tool Shed for Aspen Court	\$7,000	Lockable medium-sized shed with platform floor to protect tools from dirt, including estimated delivery costs and insurance.
Tools for Aspen Court Tool Shed	\$500	Supply of basic gardening tools, including hand trowels, gloves, garden hoses, and cost for minor repair of rototiller
Compost Containers, Compost Infrastructure Development	\$3700	Plastic tumbler + wooden frame compost building materials for 8 to 9 gardens
Other Compost Infrastructure, Compost Infrastructure Development	\$1000	Pitchforks, durable signage, misc. supplies
Irrigation Supplies, Affiliate Garden	\$2400	Repair materials for some gardens, complete starter kits for some gardens
Compost & Bed expansion, Affiliate Gardens	\$3000	Compost + delivery for 17 affiliate gardens, and topsoil for expansion raised beds
Material supports, Affiliate Gardens	\$1100	Tools as well as materials to improve tool storage and preserve tools for our communal Tool Lending Library, fencing materials, signage and other common requests of our affiliate gardens.
<b>Total:</b>	<b>\$18,700</b>	

**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



Item G7.

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

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

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

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

Final Report? Yes

No

Project is on schedule:

Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**SOLA GRATIA FARM**

**(FY 2024 – 2025)**

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

**WHEREAS**, Sola Gratia Farm has heretofore expressed their intent to administer their Community Classroom Improvements project utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000.00 in City general funds to Sola Gratia Farm for the Community Classroom Improvements in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**CITY OF URBANA  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name                    Sola Gratia Farm  
Grantee Address                2200 Philo Road, Urbana, IL, 61802  
Project Name:                    Community Classroom Improvements

This Sustaining Urbana Neighborhoods Grant Agreement (“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 project (the “Project”): Community Classroom Improvements. The project description can be found in Exhibit A.
2. **Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
3. **Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
4. **Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
5. **Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
6. **Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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

Fiona Munro  
Sola Gratia Farm  
2200 Philo Road, Urbana, IL, 61802  
outreach@solagratiacsa.com

City of Urbana

Breaden Belcher, Grants Division Manager  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

18. **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.

19. **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.

20. **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: _____ Name Title  Date: _____, 2025	By: _____ Diane Wolfe Marlin Mayor  Date: _____, 2025
---	---

By: _____ Name Secretary  Date: _____, 2025	By: _____ Darcy E Sandefur City Clerk  Date: _____, 2025
---	--

## Exhibit A

### Project Description

Despite being surrounded by farmland, Champaign County suffers from a 9.5% overall food insecurity rate, according to Feeding America. In addition, the USDA Food Access Research Atlas has identified several significant tracts in both Urbana and Champaign with high populations of low-income residents. All 9 schools in Urbana School District 116 (USD116) participate in the Community Eligibility Provision (CEP) of the National School Lunch Program, and 74% of district students are considered low-income, meaning they are eligible to receive free or reduced-price lunches, live in substitute care, or their families receive public aids. Furthermore, over 70% of these students identify as a member of a systemically excluded racial or ethnic minority group.

SGF's agricultural education program aims to address this inequity by offering accessible agriculture and nutrition education opportunities through events, classes, tours, demonstration days, and signage, with particular consideration for low-income students and families. The goal of the program is to educate and empower our community 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 and foster an understanding of the civic, economic and environmental value of sustainable ways of living. Finally, the program aims to help young people connect to the natural world and build practical skills in planning, problem-solving, teamwork, and experimentation, which may open them to new educational and recreational experiences.

Our educational programming is made possible through our extensive partnerships throughout our community. SGF works with schools in USD116 and Champaign Unit School District 4 (Unit 4), Cunningham Children's Home, Urbana Head Start, Urbana Neighborhood Connections Center, Urbana Park District (UPD), Parkland Community College, University of Illinois, and University of Illinois Extension to offer outreach and education programs to youth, including farm tours, summer day camps, and classroom visits. SGF also networks with 15+ community partners to achieve education and food access goals, including: partnering with Champaign-Urbana Public Health District (CUPHD) on Farm to School initiatives in USD116 schools and a weekly free market in the Silverwood/Sunnycrest neighborhoods of Urbana; with farmer advocacy organization The Land Connection (TLC) to offer a low-income CSA program; with Cunningham Children's Home, Housing Authority of Champaign County (HACC) YouthBuild, Youth Employment Service (YES), and Driven to Reach Excellence and Academic Achievement for Males (DREAAM) to function as a skill-building and job training site; and with Cunningham Township Supervisor's Office, UPD, Champaign Park District, and Channing Murray Foundation to lead Solidarity Gardens, a community gardening initiative leveraging the efforts of home and community gardeners to produce food for those in need and direct produce through our partnerships with local food banks, advocacy groups, and neighborhood groups. As we continue to expand and improve our Community Classroom, we intend to deepen our programming with our partner organizations, especially organizations supporting youth, such as DREAAM and Ujima Retreat Center. We hope to work with these organizations to mutually advance our programming goals by developing garden plots in collaboration with their students, combining their creativity and interests

with our expertise and resources. To support this extension, we are in the process of hiring a new part-time Farm Educator position. With new staff available, we will be able to commit to expanded and enhanced programming with a wider variety of partners than ever before.

We are currently on track with our 4-year plan (2024-2028) to develop our Community Classroom, having established learning garden spaces and developed some preliminary signage. Our next steps are to establish seating (currently funded by the City of Urbana through the Youth Services Grant), shade, storage, and accessibility elements to improve the space as a community asset, as well as expanding our programming with our partners. We will know we are succeeding in our primary objectives if we see an increase in repeat visits from our partner groups and community members, as well as self-reported skill development and positive experiences.

**Exhibit B**  
Budget

Item	Amount	Description
Staff salary	\$4,200	8% of \$42,000 salary plus 25% fringe (Outreach/Education Coordinator) for improvement management and maintenance
Shed	\$2,600	1 prefab outdoor storage shed
Rear-tine rototiller	\$1,000	1 rear-tine rototiller
Cloth shades	\$600	6 table umbrellas and/or shade sails with bases/mounts (\$100ea)
Shade trees	\$1,600	4 shade trees (\$400ea)
<b>Total:</b>	\$10,000.00	

**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



Item G8.

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

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

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

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

Final Report? Yes

No

Project is on schedule: Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**STEAM GENIUS**

**(FY 2024 – 2025)**

**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**, STEAM Genius has heretofore expressed their intent to administer their Street College Course 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 \$13,000.00 in City general funds to STEAM Genius for the Street College Course in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**CITY OF URBANA**  
**SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name	<u>STEAM Genius</u>
Grantee Address	<u>306 N. Abbey Rd, Urbana, IL 61802</u>
Project Name:	<u>Street College Course</u>

This Sustaining Urbana Neighborhoods Grant Agreement (“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 \$ 13,000.00 for use in administering the following project (the “Project”): Street College Course. The project description can be found in Exhibit A.
2. **Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
3. **Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
4. **Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
5. **Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
6. **Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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

Lori Gold Patterson  
STEAM Genius  
306 N. Abbey Rd, Urbana, IL 61802  
info@steamgenius.org

City of Urbana

Breaden Belcher, Grants Division Manager  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

18. **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.

19. **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.

20. **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: _____ Name Title  Date: _____, 2025	By: _____ Diane Wolfe Marlin Mayor  Date: _____, 2025
---	---

By: _____ Name Title  Date: _____, 2025	By: _____ Darcy E Sandefur City Clerk  Date: _____, 2025
---	--

## Exhibit A Project Description

Our goal under this grant is to amplify the voice of young people to make sustainability cool. STEAM Genius is in the business of making Science, Technology, Engineering, Arts, and Math (STEAM) cool under the umbrella of “Street College,” through hands-on Hip Hop activities such as audio engineering, dance, and spoken arts.

Modeled on grant-funded “Street College: Studio Saturdays,” a free-to-youth program which has offered music creation and production regularly in 2024 at the School of Music, this project will work with up to 15 youths to compose a song and music video related to sustainability that will be posted to the Urbana city website, that of STEAM Genius, and other local means of publicity (WILL, WCIA). “Studio Saturdays” is a collaboration with the proposed Hip Hop Innovation Center at the University of Illinois <https://go.illinois.edu/studiosaturdays/> and we will continue to share instructors, spaces and equipment with that program to implement this proposal. We already have Street Media curricula in place, funded by IDHS, that would be expanded with this grant.

A similar music video project occurred during the pandemic when STEAM Genius worked with youth and local professionals to drive home the need to wear face masks: <https://youtu.be/eRkxcM8YJY0>

Working collaboratively, the youth will be introduced to content about climate change and local efforts to address it and will then create a song that expresses their feelings and hopes. This funding will support “Street College” programming in several locations. We have partnerships in place not only with the University but also with local public-school administrators and teachers in Urbana and with the Urbana Park District, through previous joint programming.

Music educators at the University have robust connections with public school music programs. In tandem with elementary school teachers, we will identify a way in which younger students can be involved in the music creation, either in their own classroom or through visits with the high school students in production areas, or both. One idea would be to have the younger students write a verse for the collective song-writing effort.

The STEAM Genius grant currently funded by IDHS supports Street College offerings that can be expanded with additional funding. The Street Musicology course includes two tracks, Music Technology and DJing Entrepreneurship, which focus on the technical aspects of Hip Hop, including engineering and production. Street Media is a relaunch of our previous collaboration with WILL-TV/Illinois Public Media. Street Media focuses on research and deep understanding of topics to then produce podcasts and radio shows. This additional funding will not only provide more opportunities for youth to gain practical skills and relevant knowledge by expressing themselves through song, imagery and movement but it also will strengthen their understanding of Urbana’s sustainability commitments and promote sustainability from a youth perspective in Urbana. We know from experience that when kids create and perform, the adults in their lives generally get involved as well, thus further broadening the reach of sustainability messaging.

Funds are needed to pay adult staff to guide the youth in project creation as well as introducing relevant content about climate change and local efforts to address it. Tomas Delgado, coordinator of Nurtured in Nature, would be an excellent resource, for example. [https://www.instagram.com/\\_nurtured\\_in\\_nature\\_/](https://www.instagram.com/_nurtured_in_nature_/). We envision five Saturdays of two-hour sessions each in February and March to learn about key topics and then write and produce the song. The videographer and audio engineer will help instruct the youth and then finalize an excellent production for screening and public posting. The performance will be scheduled outdoors in April or May. We will utilize the Hip Hop Xpress bus to drive through Urbana playing the song to create excitement and announce the upcoming performance.

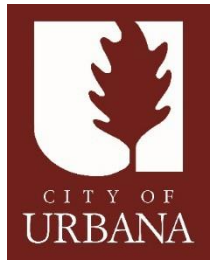
We have the audio equipment we need and readily available engineers and videographers who could work with the youth.

The key deliverable will be to produce a song about sustainability with related audio and video recordings. Success will be measured by the engagement of the youth and completion of the project from beginning to end at the live performance.

**Exhibit B**  
Budget

<b>Item</b>	<b>Amount</b>	<b>Description</b>
5 Instructors	\$5,000.00	\$1000 stipends for each of 5 adult instructors
Audio engineer	\$2,500.00	consultant fee for project and final production
Videographer	\$2,500.00	fee for interim and final production costs
Food for youth	\$500.00	snacks and drinks
promotion	\$250.00	options include T-shirts, yard signs
Bus driver and gas	\$250.00	hourly pay for bus driver and gas expenses
Administration	\$2,000.00	grant management, accounting & payroll, scheduling
<b>Total:</b>	\$13,000.00	

**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



Item G9.

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

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

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

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

Final Report? Yes

No

Project is on schedule:

Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**URBANA PARK DISTRICT**

**(FY 2024 – 2025)**

**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 administer their FRESH Crew Teen Stewardship Program utilizing City general funds and in accordance with City regulations.

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

Section 1. That the Agreement providing \$10,000.00 in City general funds to the Urbana Park District for the FRESH Crew Teen Stewardship Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

## CITY OF URBANA SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT

Fiscal Year 2024 - 2025

Grantee Name	<u>Urbana Park District</u>
Grantee Address	<u>303 W University Ave, Urbana, IL 61801</u>
Project Name:	<u>FRESH Crew Teen Stewardship Program</u>

This Sustaining Urbana Neighborhoods Grant Agreement (“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 project (the “Project”): FRESH Crew Teen Stewardship Program. The project description can be found in Exhibit A.
  
2. **Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
  
3. **Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
  
4. **Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
  
5. **Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
  
6. **Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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

Grantee  
Kelsey Beccue, Development Manager  
Urbana Park District  
303 W University Ave, Urbana, IL 61801  
khbeccue@urbanaparks.org

City of Urbana  
Breaden Belcher, Grants Division Manager  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

18. **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.

19. **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.

20. **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: \_\_\_\_\_

Diane Wolfe Marlin  
Mayor

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

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

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

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

Name  
Secretary

Darcy E Sandefur  
City Clerk

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

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

## Exhibit A

### Project Description

The Urbana Park District's FRESH Crew is a nature work club for teens in grades 6-12 (age 12-18) that started in January 2020. FRESH stands for Future Responsible Environmental Stewardship Heroes. Through FRESH Crew programming, the park district seeks to provide opportunities for teens to grow as leaders, decision-makers, and critical thinkers and to become more proactive, confident, and independent.

FRESH Crew has been meeting weekly during the summer (June - August) and monthly during the school year (September - May), however we would like to expand this program to meet twice per month during the school year starting in January 2025.

During volunteer stewardship days, FRESH Crew participants engage in hands-on activities such as removing invasive species, planting native plants, gardening at community garden sites (including Solidarity Gardens), and harvesting native plant and tree seeds. Additionally, the program offers educational opportunities by hosting guest speakers who share insights about the environment. Time is also set aside for participants to explore, photograph and record diverse species of insects and plants, and to enjoy general recreation in Urbana's natural areas.

The FRESH Crew program empowers local youth to contribute to building a more environmentally sustainable community. Through volunteer stewardship of natural resources, environmental education, and collaboration with organizations like Solidarity Gardens, the program instills environmental responsibility and leadership skills including cooperation, communication, and critical thinking.

Given that today's youth will face the long-term consequences of climate-related decisions, the Urbana Park District is committed to equitably involving them in creating solutions and leading the charge toward a more sustainable future. We have recently been consulting with Tomas Delgado from the "Nurtured in Nature" initiative--specifically for BIPOC (Black, Indigenous and people of color) individuals--to explore and address potential barriers to participation from BIPOC teens. We are also seeking to expand collaborations with new community partners, such as the Urbana Neighborhood Connections Center, to increase the program's reach and engage under-served youth in environmental justice and climate action.

FRESH Crew fosters climate awareness, active participation in climate solutions, and a deepened connection to their community through environmental stewardship. By engaging teens in this meaningful work, we are helping to cultivate the next generation of climate and community leaders. Success for FRESH Crew is measured through sustained and growing participation, quantifiable impacts on natural areas management (such as the removal of invasive species, the number of native seed harvested, and the number of acres managed), as well as participant feedback about their experience, increased skills/understanding and personal connection to nature. We also aim to inspire participants to expand their impact by taking part in other sustainability and climate action initiatives in Urbana.

**Exhibit B**  
Budget

Item	Amount	Description
staff salary	\$3,650.00	1 PT & 1 FT staff for 24 programs
hand tools	\$1,700.00	loppers, clippers, hand saws
personal protective equipment	\$810.00	gloves, goggles, hard hats, etc.
tech equipment	\$1,030.00	iPad, case, data plan
logoed gear	\$900.00	shirts, hats, stickers, etc.
food & snacks	\$750.00	24 workdays + 2 appreciation events
outdoor accessibility gear	\$620.00	waders, boots, raincoats, etc.
educational tools	\$540.00	water & soil testing kits; microscopes
<b>Total:</b>	\$10,000.00	

**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



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

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

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

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

Final Report? Yes

No

Project is on schedule: Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

**URBANA SCHOOL DISTRICT #116**

**(FY 2024 – 2025)**

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

**WHEREAS**, Urbana School District #116 has heretofore expressed their intent to administer their 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 \$10,000.00 in City general funds to Urbana School District #116 for the Farm to School program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

**CITY OF URBANA  
SUSTAINING URBANA NEIGHBORHOODS GRANT AGREEMENT**

Fiscal Year 2024 - 2025

Grantee Name Urbana School District #116  
Grantee Address 1101 E. University Ave., Urbana, IL 61802  
Project Name: Farm to School Program

This Sustaining Urbana Neighborhoods Grant Agreement (“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 project (the “Project”): Farm to School Program. The project description can be found in Exhibit A.
2. **Project Budget.** All expenditures of grant funds will be subject to the conditions and terms of this Agreement and in accordance with the Project Budget, attached hereto as Exhibit B.
3. **Environmental Impact.** In order to limit landfill waste and the use of single-use products, the Grantee shall procure sustainable goods to the greatest extent possible. This includes, but is not limited to paper, metal, glass biodegradable, compostable, plant-based, or reusable products. Funds awarded under the terms of the Agreement shall not be used to purchase single-use plastic products including, but not limited to, plastic bags, straws, cups, plates, containers, flatware (i.e., forks, spoons, knives), or polystyrene (“Styrofoam”) products.
4. **Reporting.** The Grantee shall submit to the City a Progress Report due June 30, 2025, and a Final Report due upon completion of the Project, no later than September 30, 2025. The reporting form is provided in Exhibit C. Failure to submit both the Progress Report and Final Report in the manner prescribed herein will result in the termination of the agreement, and reimbursement of any funds the Grantee receives under this agreement.
5. **Disbursement.** The City will disburse fifty percent (50%) of the total award as an initial payment to the Grantee. The City will disburse twenty-five percent (25%) of the remaining award upon completion of the Progress Report, and the final twenty-five percent upon submission of the Final Report, and completion of the Project.
6. **Recordkeeping and Inspection.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee’s compliance with this agreement.

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

8. **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.

9. **Agreement Period.** The Agreement Period will commence on the last date signed by a party hereto, and end on September 30, 2025 inclusive, unless sooner terminated as provided in this Agreement.

10. **Termination.** 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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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

Grantee  
Jenny Flowers  
Urbana School District #116  
1101 E. University Ave., Urbana, IL 61802  
jflowers@usd116.org

City of Urbana  
Breaden Belcher, Grants Division Manager  
400 S Vine St  
Urbana, IL 61801  
bjbelcher@urbanaininois.us

18. **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.

19. **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.

20. **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: _____ Name Title  Date: _____, 2025	By: _____ Diane Wolfe Marlin Mayor  Date: _____, 2025
By: _____ Name Title  Date: _____, 2025	By: _____ Darcy E Sandefur City Clerk  Date: _____, 2025

## Exhibit A Project Description

The Urbana School District's Farm to School program was formed as a partnership between Sola Gratia Farm, Champaign-Urbana Public Health District, and USD116 with the help of a USDA Farm to School grant. Along with other grants and funding from the Urbana School District, over the last four years Farm to School (F2S) has filled out all of the above-mentioned schools with school gardens where pesticide- and herbicide-free growing techniques are utilized and taught. F2S also created stipend for Garden Coordinator positions so that each garden has a teacher or staff member dedicated to caring for and coordinating interaction and use of the gardens via student garden clubs, collaborations with teachers and community members, and after-school programs. Farm to School is an integrated, multi-faceted program, and its initiatives, along with school gardens, are available to all 4,266 Urbana students as well as members of the community. During seasons where more hands are needed in the garden, there are opportunities for parents/guardians and members of the community to work, learn, and interact with the gardens alongside students creating multi-generational connections. In times of heavy production, the harvests are often sent home with students or other garden helpers for families to include in their meals.

Farm to School also created curriculum kits for check-out for pre-K through 8th grade to facilitate learning about food; where it comes from, how to grow it, how it is marketed, how to prepare it, etc. Both the gardens and the curriculum kits teach children about the value of sustainable growing practices with the hope that they take what they learn home, share it with their families, and use it throughout their lives and pass it on to their children. There are kits for learning in the garden and others for learning in the classroom so that learning about growing food isn't restricted to fair weather. Some schools have set up indoor grow spaces with garden towers and grow boxes so that learning about how to grow food is a year-round activity. Some classrooms are fortunate to have windows with good enough light to grow things that fit in those spaces like herbs or lettuces. One school currently has a counter-space experiment set up with pots growing different kinds of tea.

Earlier this year, with funding from a City of Urbana Youth Services Grant, Farm to School rolled out a Local Food Systems Directory which was designed to help teachers connect with guest speakers and field trip destinations within the local foods arena. From maple syrup to mushrooms, the directory is a resource available to everyone who wants to connect with farmers, educators, researchers, chefs, processors, and the list goes on. The directory is always being updated to include new connections as we make them.

Farm to School would like to use the SUN grant funds in two ways. One is to provide our school gardens with funds to improve and expand their gardens. This could be anything from lumber to build raised beds, soil and mulch, seeds, pots, trellising, tool storage, indoor growing apparatus, or gloves and garden tools for little hands. Each school garden is unique as are its needs.

The second use of the SUN grant funding is to put the Local Food Systems Directory to work and provide funding for teachers to take their students on field trips or to pay guest speaker stipends. School bus costs have gone up 15% since last school year which makes many trips cost prohibitive. Funding for buses and/or entry fees will help more teachers take their classes to visit local businesses. Being able to see first-hand what goes on behind the scenes can engage and inspire so much more than just reading or watching a video. Another way to engage and inspire is to provide

classes with guest speakers. Some collaborators have this covered as part of their job, but many don't. In order to make guest speaking engagements a sustainable part of Farm to School curriculum, it is important they are compensated for their time and travel. Some of the guest speakers in the directory have institutional support backing their ability to educate free of charge (U of I Extension, UIUC, etc.), but it may be financially difficult for a local producer/business/entrepreneur to be able to take time away from their work to come speak with students. Supporting them financially to connect with students not only propagates their knowledge to future generations but financially supports them in continuing to do their good work which, in most cases, is environmentally friendly work.

In order to gauge the effective use of these funds, we will track:

- 1) number of students who participate in field trip/guest speaking engagements
- 2) number of students who participate in activities in the school gardens
- 3) number of community partnerships (guest speakers/field trips)
- 4) number of curriculum kits checked out/number of classrooms engaged
- 5) number and type of growing spaces at each school
- 6) number of plant varieties grown at each school



**Exhibit C**  
Reporting Form



# Sustaining Urbana Neighborhoods

Grantee Reporting Form



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

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

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

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

Final Report? Yes

No

Project is on schedule: Yes

No

**Narrative of deliverables to date:**

Expenditures to date: \$ \_\_\_\_\_

Project is on budget: Yes  No

**Expenditures by category:**

Item:	Amount:	Original Budget <i>(staff use only):</i>	Description:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 6, 2025 Committee of the Whole  
**Subject:** A Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2024-2025)

### Summary

#### *Action Requested*

City Council is being asked to approve a Resolution authorizing the execution of an Economic Development Agreement with the Champaign County Economic Development Corporation (EDC) for Fiscal Year 2024-2025.

#### *Brief Background*

The City of Urbana has provided funding to EDC for many years. The City's contribution for the current fiscal year is unchanged since last fiscal year. The City's contribution represents approximately 5.6% of EDC's core budget and about 2.75% of their total budget, including grants (which fluctuate annually). Pursuant to the City Council's inclusion of funding for EDC in the City budget for Fiscal Year 2024-2025, staff has prepared a renewed agreement for the provision of regional economic development services by the EDC for the benefit of the City and the regional economy. This proposed agreement covers activities in this fiscal year, from July 1, 2024, to June 30, 2025.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

N/A

#### *Strategic Goals and Plans*

The City's relationship with EDC increases capacity of outside consulting and resources for Urbana businesses. Approval of this Resolution would broadly support Mayor/Council Strategic Area #4: *Economic Health* and Strategy #1: *Support local businesses*, Strategy #2: *Enhance employment opportunities in Urbana*, and Strategy #3: *Recruit new businesses and industries*. The agreement also supports the City of Urbana 2005 Comprehensive Plan Objectives 32.2: *Work with supporting economic development agencies to help recruit new business and industry to Urbana*.

*Previous Council Actions*

The Resolution approving the Economic Development Agreement for Fiscal Year 2023-2024 was [Resolution No. 2023-12-096R](#). [Ordinance No. 2024-06-024](#) adopted the current fiscal year's budget and included an allocation for EDC in the amount of \$33,763.

**Discussion**

EDC and SBDC staff provide many direct services that support Urbana's overarching economic development goals, which in turn help to fund core operations of the City. These EDC services include business visits with major employers, business advising, developer/business lead generation, coordination with state agencies, and regional public-private coordination.

The EDC is proactive in sharing information on state and federal financial resources through numerous webinars and online posts, applying for and assisting communities in applying for funds, and guiding businesses in need throughout the county on how to apply for essential funding.

In 2021, the Champaign County EDC was approved by the State of Illinois to become a Community Navigator Hub, which came with funding to assist small and minority-owned businesses in finding resources to overcome the economic hardship caused by the pandemic. The program wrapped in June 2024, and EDC reported \$5,188,466 distributed to Urbana businesses through the following programs: Back to Business (B2B) NewBiz Program, Business Interruption Grants (BIG) – Rounds 1 & 2, Back to Business (B2B) Grant, and Back to Business (B2B) Grant Arts, Hotels, & Restaurants. This is an important example of the work that EDC does to support Urbana businesses.

The proposed agreement includes reporting requirements to staff and City Council. The agreement would require EDC to make an annual presentation to the Mayor and City Council, and provide the City with the updated aforementioned documents. Urbana's Senior Advisor for Integrated Strategy Development serves as the City's representative on the EDC Board.

*Fiscal or Budget Impact*

The \$33,763 contribution for the current fiscal year has already been provided for in the current City budget.

*Recommendation*

City Council is asked to approve a Resolution adopting an Economic Development Agreement for funding the Champaign County Economic Development Corporation (EDC).

*Next Steps*

If the Resolution is approved, staff will ensure that the document is properly executed by the parties and that the payments are made in accordance with the terms of the Agreement.

**Attachments**

1. Resolution Approving and Authorizing the Execution of an Economic Development Agreement (Champaign County Economic Development Corporation, Fiscal Year 2024-2025)
2. Economic Development Agreement

Originated by: Michael McMahon, Economic Development

Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

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

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
ECONOMIC DEVELOPMENT AGREEMENT  
(CHAMPAIGN COUNTY ECONOMIC DEVELOPMENT CORPORATION,  
FISCAL YEAR 2024-2025)**

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

**WHEREAS**, the City of Urbana has determined that supporting regional economic development coordination and initiatives across Champaign County provides a benefit to the City; and

**WHEREAS**, the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation (“EDC”) is well positioned to provide those regional economic development services for the City and the Champaign County region; and

**WHEREAS**, the City and the EDC have previously held a relationship related to regional economic development services; and

**WHEREAS**, the City and EDC believe that it would be mutually beneficial to the City and EDC to renew their agreement whereby EDC would provide regional economic development services for and on behalf of the City and the City would reasonably compensate EDC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Economic Partnership DBA Champaign County Economic Development Corporation, a 501c.6 Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

As Authorized by City of Urbana Resolution No. \_\_\_\_\_

**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (hereinafter, “Agreement”) is entered into by and between the **City of Urbana** (hereinafter, the “City”) and the **Greater Champaign-Urbana Economic Partnership DBA Champaign County Economic Development Corporation** (hereinafter, “EDC”) (collectively, the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, EDC is an Illinois not-for-profit corporation which has been granted tax- exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and which is certified by the Illinois Department of Commerce and Economic Opportunity as the Illinois Small Business Development Center (hereinafter, “SBDC”) ,International Trade Center (hereinafter, “ITC”), and Illinois APEX Accelerator (hereinafter, “APEX”)for Champaign County;and

WHEREAS, the City seeks to provide financial support for ongoing economic development, business development, and workforce development activities in the City of Urbana and Champaign County, as conducted by the EDC; and

WHEREAS, EDC seeks to promote Champaign County as an epicenter of entrepreneurship, innovation, and talent in Central Illinois and the Midwest; and

WHEREAS, EDC is experienced in the development of relationships between governments, businesses, employers, and educational/research institutions in Champaign County to promote new business startups and business growth; retention and expansion of existing employers; improvements in the available workforce by working with schools, Parkland College, the University of Illinois, and employers; and promoting the economic and physical growth of Champaign County; and

WHEREAS, EDC is also experienced in the marketing and promotion of Champaign County to geographic areas and populations outside of Champaign County by utilizing existing communication tools, such as the Make It Champaign-Urbana website, which houses the Champaign-Urbana Area Job Board and talent attraction programs such as the Chambana Welcome Crew and Community Job Application; and

WHEREAS, EDC is experienced in coordinating and disseminating site selection RFPs and inquiries to local real estate developers and brokers, and managing real estate regional and site data to provide information to the public and professionals about development opportunities in Champaign County and to perform regional analysis that will inform decision-makers and businesses about growth, employment, and development options; and

WHEREAS, EDC is host to and manages the SBDC, ITC, and APEX, supported by grants from the federal SBA and state DCEO to provide no-cost, confidential small business advising and training; and

WHEREAS, EDC is recognized as the regional point of contact for economic development in Champaign County; and

WHEREAS, the City and EDC seek to form a mutually beneficial arrangement whereby EDC undertakes the foregoing economic development activities for the benefit of Urbana as a key part of the county economy and coordinates such activity with the other municipalities, villages and county government as well as the University of Illinois and Parkland College to expand the regional marketplace for jobs and commerce, and strengthen the economy of the City and Champaign County.

NOW for good, valuable, and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and conditions contained in this Agreement, the Parties agree as follows:

**A. CITY OBLIGATIONS TO EDC:**

**1. City Funding and In-Kind Services to EDC:**

a **City Monetary Funding to EDC:** The City shall provide EDC with certain funding which EDC may use to operate its business and also perform its duties as the SBDC,ITC, and APEX for Champaign County. The amount of funding which the City shall provide to EDC for such purpose shall commence of July 1 and end on June 30 shall be:

Fiscal Year 2024-2025: \$33,763

b **City In-Kind Services to EDC:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to EDC but is under no obligation to provide any such in-kind services. The City shall value any in-kind services which it provides to, for, or for the benefit of EDC based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City’s corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.

c **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to “City Funding” or “City Funds” shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

**2. Disbursement of Funds:** The Parties recognize and agree that it shall be a goal of EDC that, during the term of this Agreement, EDC shall undertake efforts within its own operations, marketing and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to expand its services to businesses. Thus, the Parties intend that EDC's receipt of City Funding shall be based in whole or in part on EDC's performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other EDC services, which benefit the City and/or its business community and the City from compensating EDC on covenants, terms and/or conditions separate and apart from those provided for in this Agreement. To this end, EDC shall submit invoices to the City on a quarterly basis on or about July 1<sup>st</sup>, October 1<sup>st</sup>, January 2<sup>nd</sup> and April 1<sup>st</sup> with each invoice representing one-fourth (1/4<sup>th</sup>) of the City Funds due in the City Fiscal Year. The City shall disburse City Funds to EDC within thirty (30) days of the City's receipt of an invoice from EDC within the term of this Agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraphs A(1) of this Agreement, EDC shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organizations, candidates, or public office-holders political campaign, lobbying activities, or other activities which are or may be contrary to EDC's IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed or interpreted as prohibiting EDC from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

**3. Limits on City Funding:** Nothing in this Sub-Paragraph shall be deemed, construed or interpreted as limiting the amount of additional funding, if any, which the City may, in its sole discretion, provide to EDC for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties.

**B. EDC'S OBLIGATIONS TO THE CITY:**

**1. Promotional, Marketing, and Sponsoring Activities:** EDC shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a vital part of the Champaign County economy and to coordinate and plan specific activities, events, and materials that promote the City as a unique destination in Champaign County in concert with Urbana businesses and city staff. Such activities shall include but shall not be limited to: support of and participation in City and Urbana business events, promotion and support of businesses located within the City, planning and attending visits to employers identified by the City, holding promotional activities in Urbana businesses, planning and attending business openings or receptions, and including City programs, incentives and events on the EDC website, emails, social media posts, and printed promotional pieces. Such efforts shall also be complementary to and consistent with EDC's regional efforts to promote all of Champaign County and improve the region's businesses, institutions, and industries as a whole.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all EDC promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner which

- a presents the City, its officials, and its business community in a favorable light;
- b is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- c does not promote any particular religious or political positions or persuasions;
- d is presented or conducted in a manner so as not to endanger human life, health or safety.

EDC shall comply with all federal, state and City laws, rules and regulations in connection with any and all EDC activities.

**2. Board Representation:** The City shall designate one person and one alternate to sit on the EDC Board of Directors with full voting authority during the term of this Agreement as is consistent with the EDC bylaws.

**3. EDC Budget:** EDC shall submit to the City an annual budget approved by the EDC Board of Directors. In the event EDC amends the aforesaid budget, EDC shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when EDC's Board of Directors approval of such amendment.

**4. EDC Reports to City Council:** EDC shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report which shall (i) describe the activities which EDC has undertaken for, on behalf of and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by EDC during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by EDC during the aforesaid City Fiscal Year.

EDC shall annually provide a representative of EDC to present the aforesaid annual partnership report to and address questions from the City Council at such time as the City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of EDC.

**5. Dissolution of EDC:** In the event that EDC should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then EDC shall notify the City at least ninety (90) calendar days before ceasing operations and work in good faith with the City on a written plan for dissolution of the EDC. Such a plan shall be mutually agreed to by the Parties in writing and shall account for the payment of all just debts and obligation of the EDC including any refund to the City as may be agreed to by the Parties.

If within at least sixty (60) calendar days after ceasing operations the Parties do not mutually agree on such a written plan for dissolution as herein described, then EDC, after its payment of all just debts and obligations, shall refund to the City so much of the amount which the City provided to EDC in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example and by way of example only, in the event that the City provided EDC with \$10,000 in the City Fiscal Year 2024-2025 and EDC elects to dissolve on February 29, 2025, then the amount refunded to the City shall be computed as follows:  $(\$10,000) \times (244 \div 366) = \$6,666.67$ . However, EDC shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that EDC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to EDC.

**C. MISCELLANEOUS TERMS:**

**1. Term of Agreement:** This Agreement shall commence on July 1, 2024 and shall expire at 11:59 p.m. on June 30, 2025.

**2. Default and Opportunity to Cure:** In the event that either Party believes that the other Party has defaulted on any covenant, term or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, which governs the obligation which is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice which writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

**3. Dispute Resolution:** In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

**4. Termination:**

- a This Agreement may be terminated by the City immediately and without written notice if EDC –

- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
- (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
- (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois which evidences an intent to liquidate or dissolve;
- (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of EDC;
- (v) loses its Illinois Department of Commerce and Economic Opportunity certification as either the SBDC or the ITC for Champaign County;
- (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where EDC fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
- (vii) enters into any arrangement with creditors which could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
- (viii) is placed in receivership by a lawful court order;
- (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence; and/or
- (x) acts or fails to act in a manner which threatens or which may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to EDC shall automatically cease and become wholly null and void. In addition to any other remedy which the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from EDC in an amount calculated as if EDC elected to dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to

meet and discuss such termination prior to the effective date hereunder. In the event of such termination, EDC shall refund to the City so much of those funds which the City has provided to EDC in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

**5. Refund of Funds:** If any event arises which triggers EDC's obligation to refund any moneys to the City as provided elsewhere in this Agreement, EDC shall tender to the City such refund in the amount provided for in this Agreement within sixty (60) calendar days of when the aforesaid event occurred. In the event EDC fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

**6. Indemnification:** EDC agrees to and will indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or which may arise out of or which are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by EDC and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require EDC to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses which arise or may arise out of or which are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

**7. Notices:** All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.
- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended

recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.

- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

**TO THE CITY:**

Carol Mitten  
City Administrator  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

**TO EDC:**

Carly McCrory McKay  
Champaign County Economic  
Development Corporation  
1817 South Neil Street, Suite 100  
Champaign, IL 61820

**8. Waiver:** The failure of any Party to enforce any covenant, term or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party’s right to enforce or take action to enforce such covenant, term or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party which has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

**9. Assignment:** Neither Party shall have the right to assign or otherwise transfer to any third person the Party’s obligation to perform or the right to receive performance of any covenant, term or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a “Party” as referred to in this Agreement.

**10. Human Rights:** EDC, in all respects, shall comply with the City’s Human Rights Ordinance and, if requested in writing by the City, EDC shall provide such hiring information as requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

**11. Representations and Warranties:** Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

**12. Sole Agreement of the Parties:** This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

**FOR THE CITY:**

**FOR EDC:**

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

\_\_\_\_\_  
Carly McCrory-McKay, Executive Director

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Bruce Knight, Board of Directors Chair

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

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



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 6, 2025, Committee of the Whole  
**Subject:** A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement with Experience Champaign Urbana

### Summary

#### *Action Requested*

City Council is being asked to approve a Resolution authorizing the execution of a Community Partnership Agreement with Experience Champaign Urbana (ECU) for Fiscal Year 2024-2025.

#### *Brief Background*

The City of Urbana has provided funding to ECU for many years. The City's contribution for the current fiscal year is unchanged since last fiscal year. The City's contribution represents approximately 1.0% of ECU's budget. Pursuant to the City Council's inclusion of funding for ECU, in the Fiscal Year 2024-2025 budget, staff has prepared an agreement for the provision of marketing and community support services by ECU for the benefit of the City's tourism industry. This proposed agreement covers activities in this fiscal year, from July 1, 2024, to June 30, 2025.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

N/A

#### *Strategic Goals & Plans*

The City's relationship with ECU helps marketing the City to visitors and supports the local tourism economy. Approval of this Resolution would broadly support Mayor/Council Strategic Area #4: *Economic Health* and Strategy #1: *Support local businesses* and Strategy #2: *Enhance employment opportunities in Urbana*. The agreement also supports the City of Urbana 2005 Comprehensive Plan Goal 22.0: *Increase the vitality of downtown Urbana as identified in the Downtown Strategic Plan and Annual Action Plan*.

#### *Previous Council Actions*

The Resolution approving the Community Partnership Agreement for the previous fiscal year was [Resolution No. 2023-12-097R](#). [Ordinance No. 2024-06-024](#) adopted the current fiscal year's budget and included an allocation for ECU in the amount of \$15,000.

### Discussion

#### *Additional Background Information*

ECU is the official certified destination management organization to promote the greater Champaign-Urbana area as a welcoming place to visit, work, and live since its founding in 1982. During this time, the organization has sought to undertake activities that benefit area businesses and the local economy. ECU's activities have included marketing and supporting hospitality-related businesses, including

restaurants, hotels, retail, small businesses, and attractions; recruiting and retaining major sport events, conferences, and meetings; facilitating talent attraction; serving as the Champaign County Film Office; and facilitating destination development projects, such as the Champaign County African American Heritage Trail. These events and activities attract additional visitors to the area and provide financial gain to the City of Urbana through tax-revenue, direct spending, and generated payroll, resulting in generated jobs and enhanced community pride for its residents.

ECU is supported by destination partners, including both governmental and private entities, to carry out its mission, and this funding level includes a position on the ECU Board of Directors. The proposed resolution and agreement would renew the City's support of ECU. Urbana's Communications Specialist serves as the City representative on the ECU Board.

The tourism industry provides economic benefits to Urbana and the greater Champaign-Urbana area, affecting a variety of sectors. Visitors come from within the region, nearby counties, nationally, and internationally for sporting events, college visits, festivals, shopping, dining, academic meetings, conferences, and to visit family members. While visiting, tourists spend money at local restaurants and retail, stay at local hotels and utilize public transportation. ECU also provides visitor spending data research to assist Urbana staff with economic development efforts and to Urbana businesses for purposes of additional state tourism grant funding opportunities.

ECU markets the greater Champaign-Urbana area to residents and visitors, including internationally. The tourism industry operates regionally, with visitors often frequenting establishments in multiple municipalities during a visit to the area. Hence, the broad promotion of the University of Illinois, Urbana, Champaign, Savoy, Rantoul, and other locations within a 5-county area directly benefits the City of Urbana as a key destination within the Champaign-Urbana-Savoy metropolitan area. ECU also promotes the greater Champaign-Urbana area as a destination for major events, tours, and trips. These marketing efforts result in direct sales to hotels, conference centers, venues, and other hospitality-related businesses within the City of Urbana. ECU also provides other resources for use by visitors and residents to make more informed choices about events and activities happening in the community.

The proposed agreement requires extensive reporting requirements to staff and City Council including submittal of ECU Strategic Plan (attached for Fiscal Years 2024-27) and the annual ECU Budget (attached for Fiscal Year 2024-25). ECU would also be required to submit quarterly and annual reports on ECU's activities, both in writing and as a presentation to the Mayor and City Council.

#### *Fiscal or Budget Impact*

The \$15,000 contribution for the current fiscal year has already been provided for in the current City budget.

#### *Recommendation*

City Council is asked to approve a Resolution adopting a Community Partnership Agreement with Experience Champaign Urbana.

#### *Next Steps*

If the Resolution is approved, staff will ensure that the document is properly executed by the parties and that the payments are made in accordance with the terms of the Agreement.

**Attachments**

1. A Resolution Approving and Authorizing the Execution of a Community Partnership Agreement with Experience Champaign Urbana ECU
2. Community Partnership Agreement
3. “Destination 2027” Strategic Plan for Fiscal Years 2024-2027
4. ECU Budget for Fiscal Year 2024-25

Originated by: Michael McMahon, Economic Development

Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A**  
**COMMUNITY PARTNERSHIP AGREEMENT**  
**(EXPERIENCE CHAMPAIGN URBANA, FISCAL YEAR 2024-2025)**

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

**WHEREAS**, the City of Urbana has determined that supporting promotion and marketing of the Urbana-Champaign region as a tourist destination provides a benefit to the City; and

**WHEREAS**, Experience Champaign Urbana (“ECU”) is well positioned to provide promotion and marketing services, to attract new visitors to Champaign County, and generally support the tourism industry in the City and the Urbana-Champaign region; and

**WHEREAS**, the City and the ECU have previously held a relationship related to promotion and marketing services; and

**WHEREAS**, the City and ECU believe that it would be mutually beneficial to the City and ECU to renew their agreement whereby ECU would provide marketing and promotion services for and on behalf of the City and the City would reasonably compensate ECU for such services.

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

Section 1.

A Community Partnership Agreement by and between the City of Urbana, a Municipal Corporation, and Champaign County Convention and Visitors Bureau d/b/a Experience Champaign Urbana, a 501(c)(6) Not-For-Profit Corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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

As Authorized by City of Urbana Resolution No. \_\_\_\_\_

**COMMUNITY PARTNERSHIP AGREEMENT**

This Community Partnership Agreement (hereinafter, "Agreement") is entered into by and between the **City of Urbana** (hereinafter, the "City") and the **Champaign County Convention and Visitors Bureau DBA Experience Champaign Urbana** (hereinafter, "ECU") (collectively, the "Parties").

WHEREAS, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

WHEREAS, ECU is an Illinois not-for-profit business league that has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and is certified by the Illinois Office of Tourism as the Local Tourism and Convention Bureau for Champaign County; and

WHEREAS, the City seeks to grow its tourism industry by entering into one or more arrangements with other persons or entities to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in Champaign County and assist in their promotion and marketing, and to attract new visitors to Champaign County from locations over fifty miles from Champaign County including from other nations; and

WHEREAS, ECU seeks to promote Champaign County as an overnight visitor destination and to make Champaign County the premiere destination in Central Illinois; and

WHEREAS, ECU is the official certified destination management organization to promote the greater Champaign-Urbana area and is experienced in the promotion and marketing to audiences located over fifty miles from Champaign County including other nations; undertakes activities that benefit area businesses and the local economy including marketing and supporting hospitality-related businesses such as restaurants, hotels, retail, small businesses, and attractions; recruits and retains major sport events, conferences, and meetings; facilitates talent attraction; serves as the Champaign County Film Office; and facilitates destination development projects, such as the Champaign County African American Heritage Trail; and

WHEREAS, the City and ECU seek to form a mutually beneficial arrangement whereby ECU undertakes certain promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry, and whereby the City shares in the support of ECU's regional efforts to promote all of the Champaign-Urbana area and improve the region's tourism industry as a whole.

NOW, THEREFORE, for good, valuable and mutual consideration that each Party acknowledges as having in hand received and for the mutual exchange of the covenants, terms, and condition contained in this Agreement, the Parties agree as follows:

CITY OBLIGATIONS TO VCC:

**1. City Funding and In-Kind Services to ECU:**

- a. **City Monetary Funding to ECU:** The City shall provide ECU with certain funding, which ECU may use to operate its business and also perform its duties as the Local Tourism and Convention Bureau for Champaign County as certified by the State Office of Tourism. The amount of funding that the City shall provide to VCC for such purpose shall commence on July 1 and end on June 30 shall be:

Fiscal Year 2024-2025: \$15,000

- b. **City In-Kind Services to ECU:** Separate and apart from the funding provided for in Sub-Paragraph A(1)(a) of this Agreement, the City may at its discretion provide in-kind services at no cost to ECU, but is under no obligation to provide any such in-kind services. The City shall value any in kind services that it provides to, for, or for the benefit of ECU based on the rates which the City customarily charges for the provision of the same or similar services in connection with special public events held within the City’s corporate limits as described in Section 10.2 of the City of Urbana Policy & Procedure Manual.
- c. **Collective City Funding:** Unless the context of any Paragraph or Sub Paragraph in this Agreement provides or suggests otherwise, reference to “City Funding” or “City Funds” shall mean and include the monetary funding and any in-kind services provided for in Sub-Paragraphs (A)(1)(a) and (A)(1)(b) of this Agreement.

**2. Disbursement of Funds:** The Parties recognize and agree that it shall be a goal of ECU that, during the term of this Agreement, ECU shall undertake efforts within its own operations, marketing, and other activities, as provided for in Sub-Paragraphs B(1) through B(5), to increase the representation of tourism-related events, activities, and businesses located within the City as well as to increase tourism-related sales for businesses within the City. Thus, the Parties intend that ECU’s receipt of City Funding shall be based in whole or in part on ECU’s performance during the term of this Agreement. However, nothing herein shall be deemed or construed as barring the Parties from entering into one or more other written agreements for other ECU services that benefit the City and/or its business community and the City from compensating ECU on covenants, terms, and/or conditions separate and apart from those provided for in this Agreement. To this end, the City shall disburse to ECU City Funds within thirty (30) days of the City’s receipt of an invoice from ECU within the term of this agreement.

Notwithstanding anything to the contrary provided for in Sub-Paragraph A(1) of this Agreement, ECU shall not use or expend any City Funds, whether as staff funding and/or operational funding, for political purposes and activities including, but not necessarily limited to, funding of any political action committee, funding any organizations, candidates, or public office-holders political campaign, lobbying activities, or other activities that are or may be contrary to ECU’s IRS Section 501(c)(6) tax-exempt status. Nothing herein shall be deemed, construed, or

interpreted as prohibiting ECU from engaging in any of the aforesaid political activities or lobbying activities where such activities are clearly and plainly intended to benefit the City or Champaign County as whole rather than any particular political constituency.

**3. Limits on City Funding:** Nothing in this Sub-Paragraph shall be deemed, construed, or interpreted as limiting the amount of additional funding, if any, that the City may, in its sole discretion, provide to ECU for any purpose, whether specific or general in nature and whether or not pursuant to one or more separate agreements entered into and executed by and between the Parties. Any funding paid by the City in its sole discretion to ECU for the sole purpose of contributing toward any Illinois High School Association (IHSA) bid or IHSA tournament shall be held separate and apart from this Agreement.

**B. ECU’S OBLIGATIONS TO THE CITY:**

**1. Promotional, Marketing, and Sponsoring Activities:** ECU shall undertake such efforts as reasonably possible and within the limits of funding provided by the City to promote and market the City as a destination, to assist in the promotion and marketing of tourism-related businesses and events located in the City, to expand the sales of existing tourism-related businesses within the City, to organize or attract major public and special events in the Champaign-Urbana area and assist in their promotion and marketing, and to attract new visitors to the Champaign-Urbana area from locations over fifty miles from Champaign County including from other nations. Such efforts shall include but shall not be limited to promotion, marketing, recruitment, sponsoring, and staging of various tourism-related activities, events, destinations, businesses, and partnerships within and for the benefit of the City and its tourism industry. Such efforts shall also be complementary to and consistent with ECU’s regional efforts to promote all of the Champaign-Urbana area and improve the region’s tourism industry as a whole.

Further, ECU shall –

- a. recognize that with the City’s financial support, the City will receive a position on the ECU Board of Directors in a manner that is fully consistent with ECU’s official partnership levels and the treatment of other like organizational, municipal, and jurisdictional partners of ECU;
- b. market and support special events held within the City in a manner that is consistent with like Champaign-Urbana area events including but not limited to: Urbana’s Market at the Square, Fall Fusion, and the CU Folk & Roots Festival in Downtown Urbana;
- c. provide visitor spending data research to assist Urbana staff with economic development efforts and to Urbana businesses for purposes of additional state tourism grant funding opportunities;
- d. communicate, coordinate, and cooperate in marketing, sales, and promotion efforts with staff and officials of the City, including but not limited to information and materials from the City for inclusion in promotional bags and packets, inviting City representatives to ECU organized or sponsored events, and including City representatives in planning and decision-making

- teams or committees;
- e. include tourism-related businesses and venues located within the City and their representatives in all relevant promotion and marketing activities of ECU, including but not limited to participation on planning teams, networking events, trips, tours, site visits, printed materials, informational displays, maps, business listings, emails, and social media postings;
- f. generate sales leads for hotels, venues, and other tourism-related businesses located within the City in a manner that is consistent with the City Partnership Status including but not limited to event attraction, sales blitzes, marketing blitzes, bidpackages, networking events, trips, tabling, tours, and site visits;
- g. include representatives of Urbana businesses and the City to participate in hospitality and business planning and networking activities including but not limited to participation in sales, sports, tourism, or hospitality councils and participation in quarterly meetings of chamber or business association professionals;
- h. recognize Downtown Urbana as a destination in all relevant promotion and marketing activities of ECU, including visitors guide, maps, and business listings, in a manner that is consistent with the treatment of Downtown Champaign;
- i. assist the City in establishing and seeking approvals from the State of Illinois for tourism attraction signs on Interstate 74 for major events and businesses located within the City including but not limited to Urbana’s Market at the Square;
- j. create and/or disseminate information to Urbana hospitality businesses as necessary and in regards to community safety requirements for serving customers; and
- k. explicitly promote the area businesses and events located within Urbana’s Central TIF District, which includes the City’s historic downtown.

Notwithstanding anything to the contrary contained in this Sub-Paragraph B(1), all ECU promotional, marketing, staging, or sponsorship activities shall be undertaken in a manner that:

- l. presents the City, its officials, and its business community in a favorable light;
- m. is presented in good taste and in such manner as to avoid offending the overall City residential and business community;
- n. does not promote any particular religious or political positions or persuasions; and

- o. is presented or conducted in a manner so as not to endanger human life, health, or safety.

ECU shall comply with all federal, state, and City laws, rules, and regulations in connection with any and all VCC activities.

**2. Board Representation:** The City's Communications Specialist or such other person as the City's Mayor may designate shall sit on the ECU Board of Directors with full voting authority during the term of this Agreement.

**3. ECU Strategic Plan:** ECU shall develop a strategic plan for each of the City Fiscal Years provided for in Sub-Paragraph A(1)(a) of this Agreement and shall submit each said strategic plan to the City before June 1<sup>st</sup> preceding the start of the respective City Fiscal Year, upon approval by ECU Board of Directors, or upon the effective date of this Agreement, whichever is latest. ECU's strategic plan submitted to the City for any given City Fiscal Year shall include the following: (i) provide an overview of ECU's programmatic and organizational goals for the year; (ii) list specific activities and measurable objectives that ECU intends to complete over the course of the year; and (iii) describe how such activities and objectives benefit the City and other communities being served. In the event, after presentation of each said strategic plan to the City, the ECU Board of Director's amends the strategic plan, ECU shall provide the City with any and all such amendments within seven (7) days after the ECU Board of Directors' adoption of any such plan amendment or amendments.

**4. ECU Budget:** ECU shall submit to the City an annual budget approved by the ECU Board of Directors and said budget shall be submitted at the same time ECU submits the strategic plan provided for in Sub-Paragraph B(3) of this Agreement. In the event ECU amends the aforesaid budget, ECU shall provide a copy of each such budget amendment to the City along with a statement of the reason therefor within seven (7) days of when ECU's Board of Directors approval of such amendment.

**5. ECU Reports to City Council:** ECU shall provide to the City Council, within forty-five (45) days following the close of each quarter of the City Fiscal Year, its written quarterly report. In addition, ECU shall provide to the City Council, within sixty (60) days following the close of the City's FY, its written annual report, which shall describe the activities that ECU has undertaken during the immediate past City FY that are consistent with the work plan provided for in Sub- Paragraph B(3) of this Agreement

In addition, ECU shall submit to the City, within ninety (90) days following the close of the City Fiscal Year, its written annual partnership report, which shall (i) describe the activities that ECU has undertaken for, on behalf of, and/or for the benefit of the City, of businesses located within the City, and of events located within the City during the immediate past City Fiscal Year; (ii) provide a summarized accounting of all funds received by ECU during the aforesaid City Fiscal Year, including but not limited to the City Funds provided for in Sub-Paragraph A(1) of this Agreement; and (iii) provide a summarized accounting of all expenditures and disbursements made by ECU during the aforesaid City Fiscal Year.

ECU shall annually provide a representative of ECU to present the aforesaid annual report and annual partnership report to and address questions from the City Council at such time as the

City may direct. All reports and accountings provided in this Sub-Paragraph B(5) shall be in writing and shall appear on the letterhead of ECU.

**6. Dissolution of ECU:** In the event that ECU should dissolve or elect to cease operations for any reason after any payment provided for in Sub-Paragraphs A(1)(a) and A(1)(b) of this Agreement has been made for a City Fiscal Year not then completed, then, ECU, after its payment of all just debts and obligations, shall refund to the City so much of the amount that the City provided to ECU in the City Fiscal Year when it dissolves computed as a percentage of days within said City Fiscal Year which have passed expressed as a fraction or percentage of the total number of days in the said City Fiscal Year. – i.e., 365 or 366 depending on whether the year of dissolution is a “leap-year.” For example, and by way of example only, in the event that the City provided ECU with \$15,000 in the City Fiscal Year 2024-2025 and ECU elects to dissolve on February 28, 2024, then the amount refunded to the City shall be computed as follows:  $(\$15,000) \times (244 \div 366) = \$9,999.99$ . However, ECU shall be relieved of its obligation to tender such refund should it be determined that state and/or federal law, rules, or regulations bar the making of such refund. Separate and apart from the refund provided for in this Sub-Paragraph, in the event that VCC announces its intent to dissolve or cease operations, the City may, at its sole election and discretion cease to provide additional funds to ECU.

**C. MISCELLANEOUS TERMS:**

**1. Term of Agreement:** This Agreement shall commence on July 1, 2024 and shall expire at 11:59 p.m. on June 30, 2025.

**2. Default and Opportunity to Cure:** In the event that either Party believes that the other Party has defaulted on any covenant, term, or condition contained in this Agreement, the non-defaulting Party shall provide written notice to the other Party of such default. The aforesaid written notice shall state or describe the nature of the default, whether by act or omission, and the Paragraph and/or Sub-Paragraph, as the case may be, that governs the obligation that is alleged to be in default. Within ten (10) calendar days of the effective date of such notice of default (as defined by Sub-Paragraph C(6) below), the recipient of such notice shall (i) cure the default and provide documented evidence of the nature and/or manner of such cure; (ii) respond in writing to such notice, that writing shall advise that the recipient reasonably believes that it is not in default and which describes the reasons for such belief; or (iii) provides a written plan of cure in those instances where cure of a default cannot be completed within the aforesaid ten (10) calendar day period.

**3. Dispute Resolution:** In the event that the Parties cannot resolve any dispute between them, they shall submit to mediation in an effort to resolve any such dispute. The Parties shall agree on the selection of the mediator and that mediator’s rules and/or procedures shall govern any such mediation. The Parties shall share equally in the cost of the mediation. In the event that the Parties fail to resolve their dispute through mediation, then either or both Parties shall be free to initiate and maintain an action to construe, interpret, and/or enforce this Agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

#### 4. Termination:

- a. This Agreement may be terminated by the City immediately and without written notice if ECU –
- (i) defaults on this Agreement without reasonable cure as provided for in Sub-Paragraph C(2) and which default/dispute is not resolved through mediation;
  - (ii) files a petition or is the subject of an involuntary petition for bankruptcy filed in a United States Bankruptcy Court;
  - (iii) files a notice of intent or other paper with the Secretary of State for the State of Illinois that evidences an intent to liquidate or dissolve;
  - (iv) loses its IRS 501(c)(6) status as a tax-exempt business league by reason of any act or omission on the part of ECU;
  - (v) loses its Illinois Office of Tourism certification as the Local Tourism and Convention Bureau for Champaign County;
  - (vi) becomes involuntarily dissolved for any reason by the Secretary of State of the State of Illinois and where ECU fails to apply for reinstatement within ten (10) business days of notice of such involuntary dissolution;
  - (vii) enters into any arrangement with creditors that could reasonably be deemed, construed, or interpreted as a common law composition with creditors;
  - (viii) is placed in receivership by a lawful court order;
  - (ix) acts or fails to act in such a manner as would injure or likely injure the City in any way, or cast the City or any business located within the City in a negative light unless, in the case of a business, such negative light is reasonably supported by evidence (e.g., an announcement that a business has closed or moved from the City when in fact such business has moved or closed); and/or
  - (x) acts or fails to act in a manner that threatens or that may reasonably threaten human life, health or safety.

In the event that the City elects to terminate this Agreement for any one or more of the reasons provided in this Sub-Paragraph, the City's obligation to provide funding to ECU shall automatically cease and become wholly null and void. In addition to any other remedy that the City may have as a matter of law or right, the City shall be entitled to seek, obtain and recover a refund from ECU in an amount calculated as if ECU elected to

dissolve as provided in Sub-Paragraph B(6) of this Agreement.

- b. This Agreement may be terminated by either Party by giving written notice to the other Party of its intent to terminate and such termination shall be deemed effective thirty (30) days after the effective date of such written notice (as defined by Sub-Paragraph C(7) below). Any Party providing such notice of termination shall offer the other Party an opportunity to meet and discuss such termination prior to the effective date hereunder. In the event of such termination, ECU shall refund to the City so much of those funds that the City has provided to ECU in the fiscal year in which the termination occurs computed in the manner provided for in Sub-Paragraph B(6) of this Agreement.

**5. Refund of Funds:** If any event arises that triggers ECU's obligation to refund any moneys to the City as provided elsewhere in this Agreement, ECU shall tender to the City such refund in the amount provided for in this Agreement within fourteen (14) calendar days of when the aforesaid event occurred. In the event ECU fails to tender such refund to the City within the timeframe provided herein, the City shall be entitled to interest on the said refund at the rate of nine percent (9%) per annum with interest commencing to run on the date when the City was first entitled to said refund.

**6. Indemnification:** ECU agrees to and will indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or that may arise out of or that are or may be the direct or proximate result of any unlawful intentional, willful, wanton, grossly negligent, or negligent act or omission by ECU and/or any of its directors, officers, employees, agents, contractors, or representatives. Nothing herein shall require ECU to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from and against any and all claims, suits, actions, causes of action, judgments, decrees, orders, liabilities, and defenses that arise or may arise out of or that are or may be the direct or proximate result of any intentional, willful, wanton, grossly negligent, or negligent act or omission by the City or any of its elected or appointed officials, employees, agents, or assigns.

**7. Notices:** All notices required to be given shall be in writing, and such notices shall be deemed proper and effective as hereinafter provided:

- a. If by First Class U.S. Mail: All such notices shall be sent by registered or certified mail with a return receipt requested. If any such notice is placed in an envelope properly addressed to the intended recipient and bearing proper postage, such notice shall be deemed effective four (4) days from the date of placement with the United States Postal Service.
- b. If by facsimile: All such notices shall be deemed effective if transmitted to the intended recipient's facsimile machine and the same shall be deemed effective on the next business day following transmission if the sender's facsimile machine provides a printed recipient that the facsimile was received by the intended recipient's facsimile machine. If no such printed

receipt is provided, then the notice shall be deemed effective four (4) days after its transmission.

- c. If by overnight courier: All such notices shall be deemed effective if placed in a properly addressed overnight courier envelope properly addressed to the intended recipient with delivery charges to be paid by the sender of such notice, and such notice shall be deemed effective the next business day following delivery of such notice.
- d. If by personal delivery: All such notices shall be deemed effective if hand delivered by an employee of the sender to an employee of the intended recipient, and such notice shall be deemed effective on the next business day following delivery of such notice.
- e. No other form of notice, including e-mail notice, shall be deemed effective whether or not such notice was in fact received by the intended recipient.

Notices shall be delivered to the following locations unless a Party informs the other Party in writing of a different location to where notices should be directed:

**TO THE CITY:**  
 Bridget Broihahn  
 Communications Specialist  
 City of Urbana  
 400 S. Vine St.  
 Urbana, IL 61801

**TO VCC:**  
 Jayne DeLuce  
 President & CEO  
 Experience Champaign-Urbana  
 17 E. Taylor St.  
 Champaign, IL 61820

**8. Waiver:** The failure of any Party to enforce any covenant, term, or condition contained in this Agreement or to take action to enforce the same shall not be deemed to constitute a waiver of that Party’s right to enforce or take action to enforce such covenant, term, or condition. Notwithstanding the foregoing, if a Party fails to enforce or undertake any action to enforce any covenant, term, or condition contained in this Agreement and knows that the other Party has relied on such forbearance to its financial detriment, then such knowledge shall constitute a waiver by the Party that has or had the right to enforce or initiate an action to enforce such covenant, term or condition.

**9. Assignment:** Neither Party shall have the right to assign or otherwise transfer to any third person the Party’s obligation to perform or the right to receive performance of any covenant, term, or condition in this Agreement without the written consent of the non-assigning Party. If either Party consents to allow the other Party to assign or otherwise transfer its obligation to perform any covenant, term, or condition contained in this Agreement or the right to receive the benefit of performance of any covenant, term, or condition contained in this Agreement to or from a third person, then this Agreement shall be binding upon such third person as if such third person was a signatory to this Agreement, and such third person shall be deemed a “Party” as referred to in this Agreement.

**10. Human Rights:** ECU, in all respects, shall comply with the City’s Human Rights Ordinance and, if requested in writing by the City, ECU shall provide such hiring information as

requested by the City as if requested pursuant to the City’s Equal Opportunity in Purchasing Ordinance.

**11. Representations and Warranties:** Each Party represents and warrants that the individual executing this Agreement is duly authorized to do so.

**12. Sole Agreement of the Parties:** This Agreement shall supersede and replace any and all agreements respecting the subject matter of this Agreement, whether oral or in writing, entered into by and between the Parties heretofore.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

**FOR THE CITY:**

**FOR ECU:**

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

\_\_\_\_\_  
Jayne DeLuce, President & CEO

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Annie Easterday, Board of Director  
Chair

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

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

# Destination 2027



## Purpose

We uplift the Champaign-Urbana region by igniting economic impact through visitation, advocacy, and fostering community pride

## Position

Experience Champaign Urbana tells the story of the area like no one else can, and nurtures our community through:

- Inspiring marketing that speaks to multi-faceted audiences both at home and afar
- Generating excitement for the community through unwavering support and pursuit of events, conferences, sports, and filmmaking
- Collaborating with like-minded partners who are seeking bright tomorrows for current and future residents, students, and visitors
- Nurturing connections that ensure everyone is welcome to the area

## Core Values

We believe in:

**Brilliance**—We bring joy and an innovative mindset to all our work.

**Spark**—We are tenacious and spirited in our pursuit of impact.

**Illumination**—We shine an optimistic light on all facets of our community.

**OBJECTIVE 1:  
Enhance Our  
Destination**

### INDICATORS

- Additional connections for Willard Airport
- Increase room nights attributable to events & conferences 10% over 2023 baseline

### STRATEGIES

- Develop internal destination development process and support system
- Collaborate on air service development and enhanced transportation efforts
- Develop and execute an events strategy for ECU support

**OBJECTIVE 2:  
Foster And Expand Our  
Partnerships**

### INDICATORS

- Increase in number of partners (govt, non-profit, private) over 2023 baseline
- Grow funding by 10% in 2024 dollars

### STRATEGIES

- Advance ECU's reputation as subject-matter experts who guide collaborations and community investments
- Deepen ECU's communication and collaboration with partners
- Develop a donor database and data-driven development strategy
- Undertake a Tourism Improvement District (TID) feasibility study

**OBJECTIVE 3:  
Amplify Our Stories**

### INDICATORS

- Outperform Illinois statewide growth in overnight stays by 5%
- Increase social media engagement 20% annually

### STRATEGIES

- Create visual stories through video, photography, and testimonials related to 'areas of concern' to show the vibrant reality
- Create awareness strategy to highlight the makers of the community
- Collaborate on a broad 'Why I Live Here' campaign that targets diverse groups of people & industry
- Partner with various facets of our community to tell their stories through customized community-oriented marketing strategies
- Develop itineraries and experience bundles at multiple price points

**OBJECTIVE 4:  
Strengthen Our  
Organization and Team**

### INDICATORS

- Increase team engagement score over 2023 baseline
- Improve Net Promoter Score (team satisfaction) over 2023 baseline
- Maintain or grow ECU Foundation Board self-assessment score

### STRATEGIES

- Perform a skills & capabilities analysis to determine organizational needs and a process to fill gaps
- Foster an environment that supports staff engagement and satisfaction
- Expand continuing education opportunities for ECU staff
- Define Foundation Board skill gaps and refine recruitment process to target needed skillsets

<u>General Ledger Account</u>	<u>FY24 Budget As Revised</u>	<u>FY25 Budget Proposed</u>
<b>Income</b>		
<b>Grant Revenue</b>		
4610 - LTCB Grant Revenue	795,096.00	685,978.00
4630 - International Grant	28,505.00	15,000.00
4640 - Marketing Grant	160,500.00	100,000.00
<b>Total Grant Revenue</b>	<b>984,101.00</b>	<b>800,978.00</b>
<b>Partner Revenue</b>		
4010 - City of Champaign	525,000.00	493,513.00
4011 - City of Urbana	15,000.00	15,000.00
4012 - Champaign County	10,000.00	10,000.00
4013 - Village of Rantoul	10,000.00	10,000.00
4014 - Village of Savoy	10,000.00	10,000.00
4015 - Village of Mahomet	2,000.00	2,000.00
4016 - Village of St. Joe	700.00	700.00
4030 - University of Illinois	55,000.00	60,000.00
4031 - Regiona; Partners	20,000.00	20,000.00
4031 - Private Partners	33,500.00	33,500.00
4031 - Hotel Partners	2,500.00	0.00
<b>Total Partner Revenue</b>	<b>683,700.00</b>	<b>654,713.00</b>
<b>Other Income</b>		
4085 - Visitors Guide advertising	18,000.00	21,000.00
4261 - Chambana Proud Sales	2,000.00	2,000.00
4261 - Chambana Welcome Crew Sponsorships	0.00	0.00
4085 - Restaurant Week participants	1,000.00	1,000.00
<b>4085 - Sub-total</b>	<b>21,000.00</b>	<b>24,000.00</b>
4700 - Reserves Interest	8,500.00	6,000.00
4800 - Miscellaneous Income	3,500.00	3,500.00
<b>Total Other Income</b>	<b>33,000.00</b>	<b>33,500.00</b>
<b>Total Income</b>	<b>1,700,801.00</b>	<b>1,489,191.00</b>
<b>Expense</b>		
5000 - Salaries	543,204.61	627,163.99
5010 - Payroll Taxes	43,148.15	49,573.04
5020 - Retirement	26,987.48	26,722.79
5030 - Health/Group Life Ins	85,940.96	100,071.10
5050 - Insurance - Business	7,625.00	7,650.00
5060 - Office Space Lease	39,625.00	43,200.00
5070 - Depreciation	2,824.00	5,790.00
6010 - Advertising	339,403.80	271,022.00
6015 - Audit	11,890.00	12,440.00
6020 - Brochures/Newsletter	50,650.00	52,650.00
6030 - Building Maintenance	28,000.00	26,000.00
6040 - Board of Directors	1,750.00	1,750.00
6061 - Affiliate Support	24,650.00	24,650.00
6100 - Dues/Subscriptions	45,147.00	38,660.00
6200 - Equip Lease/Maint	8,900.00	11,900.00
6260 - Marketing	135,304.00	146,604.00
6261 - Hospitality meetings	1,000.00	300.00
6310 - Postage/Shipping	9,000.00	9,000.00
6320 - Printing	3,500.00	2,000.00
6330 - Professional Fees	62,270.00	27,270.00
6340 - Registration/Education	40,145.00	45,170.00
6360 - Supplies/Copy Charges	3,000.00	3,000.00
6365 - Telephone	1,500.00	1,500.00
6370 - Travel/Business	52,524.00	44,352.00
6414 - Welcome Center	25,500.00	4,500.00
6500 - Misc Expense	150.00	150.00
<b>Total Expenses</b>	<b>1,593,639.00</b>	<b>1,583,088.92</b>

Net Income	<u>107,162.00</u>	<u>(93,897.92)</u>
Less Non-cash Depreciation	<u>(28,324.00)</u>	<u>(10,290.00)</u>
Net Cash	<u>135,486.00</u>	<u>(83,607.92)</u>

Item G13.



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

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

**Meeting:** January 21, 2025, Committee of the Whole Meeting  
**Subject:** Increasing the Number of Class R&T-1 Liquor Licenses for Urbana Gardens Restaurant, Inc. d/b/a Maple & Yolk, 810 West Killarney Street

### Summary

#### *Action Requested*

City Council is asked to approve the attached resolution that would increase the number of Class R&T-1 liquor licenses in the City of Urbana.

#### *Brief Background*

Urbana Gardens Restaurant, Inc. d/b/a Maple & Yolk, has applied for a Class R&T-1 (Restaurant & Tavern – All Alcohol) liquor license for their establishment located at 810 West Killarney Street.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

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

### Discussion

#### *Additional Background Information*

A Class R&T-1 license allows the sale and service of all types of alcoholic liquor, either by the drink or in original packages, for on-premises consumption only. Additional permissions may be granted through riders. License holders must maintain a fully staffed kitchen that prepares and serves bona fide meals as a primary service, and food must be available whenever alcohol is served.

Licenses may continue selling alcohol for up to three hours after ceasing meal service Sunday through Thursday, and up to four hours on Friday and Saturday, provided such sales comply with the City's operating hours restriction of 2 a.m.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

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

*Recommendation*

City Council is asked to approve the R&T-1 liquor license for Urbana Gardens Restaurant, Inc. d/b/a Maple & York, 810 West Killarney Street.

*Next Steps*

If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue a R&T-1 liquor license for Urbana Gardens Restaurant, Inc. d/b/a Maple & York, 810 West Killarney Street, with an expiration date of June 30, 2025.

**Attachments**

A Resolution Approving an Increase in the Number of Liquor License in the Class R&T-1 Designation for Urbana Gardens Restaurant, Inc. D/B/A Maple & York, 810 West Killarney Street, Urbana, Ill.

Originated by: Kathryn B. Levy, Executive Coordinator/Deputy Local Liquor Commissioner  
Reviewed: Diane Wolfe Marlin, Mayor/Local Liquor Commissioner  
Approved: Carol J. Mitten, City Administrator

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

**A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS R&T-1 DESIGNATION FOR URBANA GARDENS RESTAURANT, INC. D/B/A MAPLE & YOLK, 810 WEST KILLARNEY STREET, URBANA, ILL.**

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

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

**WHEREAS**, an application for a liquor license in the Class R&T-1 designation has been submitted to the Local Liquor Commissioner; and

**WHEREAS**, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class R&T-1 designation by one for Urbana Gardens Restaurant, Inc. d/b/a Maple & Yolk, 810 West Killarney Street, Urbana, Ill.

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

The maximum number of liquor licenses in the Class R&T-1 designation is hereby increased by one for Urbana Gardens Restaurant, Inc. d/b/a Maple & Yolk, 810 West Killarney Street, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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



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

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** January 21, 2025 Committee of the Whole  
**Subject:** Resolution Authorizing City Intervention in Property Tax Assessment Appeals  
Before the Illinois Property Tax Appeal Board

### Summary

#### *Action Requested*

City Council is asked to authorize the City's representative to intervene in appeals before the Illinois Property Tax Appeal Board (PTAB).

#### *Brief Background*

The City works closely with the Urbana School District and the Cunningham Township Assessor on cases where commercial property owners are seeking reductions of more than \$100,000 in assessed value in a given tax year. These assessment complaints are initially filed with the Champaign County Board of Review. When the City, in consultation with the School District and the Township Assessor, deem it to be in the City's best interest to intervene, the City intervenes in and participates in the assessment complaint proceedings before the Board of Review.

In certain cases, either the City, the School District, and/or the Township Assessor may recommend appealing a decision of the Board of Review to PTAB. In other such cases, the City, the School District, and/or the Township Assessor may seek to intervene in appeals of the Board of Review's decisions filed by property owners with PTAB.

Illinois Administrative Code Title 86, Section 1910.60(d) requires that a "Request to Intervene must be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file a Request to Intervene on its behalf." Such a resolution need not be case-specific.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The City of Urbana's share of total real property taxes paid by the City's property owners is approximately 12 percent, which is divided among Police and Fire Pensions, The Urbana Free Library, and the City's General Fund. In order to keep the City's tax rate as low as possible, it is imperative that all property owners pay their fair share. In the State of Illinois, real property taxes are *ad valorem*, which means that they are based on the value of the real estate.

*Strategic Goals & Plans*

N/A

*Previous Council Actions*

The City Council has previously approved resolutions authorizing the City to intervene in individual PTAB cases. The most recent occurrence was in 2023 when City Council approved Resolution No. 2023-06-075R.

**Discussion***Additional Background Information*

The Board of Review is currently conducting hearings regarding property tax assessment complaints. The City has intervened in, and is actively participating in, 30 commercial property tax assessment complaints during this current tax cycle. The City has begun receiving decisions made by the Board of Review.

When the Board of Review makes their decision on an assessment complaint, the Board sends a copy of their decision to the taxpayer and the intervenors via the U.S. Mail. If the taxpayer files an appeal with PTAB, the Board of Review notifies the intervenors via the U.S. Mail. If City staff, in consultation with the School District and the Township Assessor, believe that the Assessed Value established by the Champaign County Board of Review's Decision was inappropriately reduced, it is in the City's interest to file an appeal with PTAB. Similarly, if a commercial taxpayer appeals the Assessed Value established by the Champaign County Board of Review, and City staff, the School District and the Township Assessor believe the Board of Review's Decision was correct and proper, it is in the City's interest to petition to intervene in that appeal with PTAB. If the City determines that it desires to intervene in an appeal before PTAB, the petition must include an approved resolution by the public body.

Upon receipt of a Board of Review decision, the taxpayer and any intervenors have only 30 days from the date on the decision to file an appeal with PTAB. Upon receipt of the Board's notice of an appeal, intervenors have only 60 days from the date on the Board's notice to file a petition to intervene with PTAB.

Due to regular changes in members, staff, and procedures at the Champaign County Supervisor of Assessments Office and the Board of Review, the Board's notices are often addressed to incorrect staff and incorrect Departments at the City. Consequently, there is often significant delay before these notices come to the attention of the appropriate staff and legal so that they may be acted upon. Given the scheduling considerations of the City Council and the working time necessary to consult with the School District and the Township Assessor to determine if intervention to PTAB is warranted, it is frequently very difficult to make an intervention decision and get a proposed resolution before the Committee of the Whole for discussion, get the resolution before City Council

for approval, get the resolution signed and certified, and get the resolution on file with PTAB within the time limit required.

In the past, PTAB has granted the City additional time to file approved resolutions. More recently, PTAB has determined that they do not have the authority to allow a public body additional time to submit an approved resolution and has denied the City’s petitions to intervene. Consequently, the City is currently unable to participate in the 2023 appeals before PTAB that the City had already expended considerable time and resources participating in before the Board of Review.

The proposed resolution allows City staff and City’s legal representatives to participate in property tax appeals before PTAB that the City has already been actively engaged in before the Board of Review.

*Recommendation*

Staff recommends that City Council authorize the City’s legal representative to intervene in PTAB cases by approving the attached Resolution.

*Next Steps*

If the Council approves the Resolution, the City’s legal representative will file the Resolution with petitions to intervene in PTAB appeals and then participate in the PTAB proceedings as appropriate.

**Attachment**

Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention  
Before the Illinois Property Tax Appeal Board

Originated by: Ross McNeil, Paralegal  
Reviewed by: Matt Roeschley, City Attorney  
Approved: Carol Mitten, City Administrator

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

**A RESOLUTION AUTHORIZING INTERVENTION  
BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD**

**WHEREAS**, the City of Urbana ("City") regularly intervenes in property tax assessment complaints filed by commercial taxpayers with the Champaign County Board of Review ("Board of Review") regarding the assessed valuation of property that comprises part of the assessed valuation of the City; and

**WHEREAS**, the City receives statutory notice from the Board of Review of property tax assessment appeals filed by taxpayers with the Property Tax Appeal Board ("PTAB") regarding the final decisions of the Board of Review in which the City had intervened; and

**WHEREAS**, the City is a taxing body that has a revenue interest in such property tax assessment appeals and finds that intervention in such proceedings may be in the best interest of the City; and

**WHEREAS**, the City has a statutory right to intervene in proceedings before PTAB in order to protect its revenue interests in the assessed valuation of the subject properties; and

**WHEREAS**, the City has an obligation to ensure the tax burden is distributed equitably among all of the City's taxpayers; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of the subject properties is best served by participating in the aforesaid appeal proceedings; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board ("PTAB") to represent the City's interests with respect to appeals challenging the assessed valuation of property within the City. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in these matters and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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

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

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



FY2025-RFP-097

ALTERNATIVE RESPONSE TASK FORCE FACILITATOR

City of Urbana  
400 South Vine Street  
Urbana, IL 61801

RELEASE DATE: January ~~27, 2025~~1, 2025

DEADLINE FOR QUESTIONS: ~~January 22~~February 17, 2025

RESPONSE DEADLINE: ~~January 29~~February 24, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/urbanaininois>

City of Urbana  
Alternative Response Task Force Facilitator

- I. Advertisement of Legal Notice .....
- II. Introduction .....
- III. Instructions .....
- IV. Scope of Work ("Work").....
- V. Proposal Content and Format Requirements.....
- VI. Vendor Submittals & Confirmations.....
- VII. Selection Process .....
- VIII. Evaluation Criteria .....
- IX. Insurance Requirements.....
- X. Standard Terms & Conditions.....

## 1. Advertisement of Legal Notice

City of Urbana  
Executive Department

REQUEST FOR PROPOSAL (RFP):

The City of Urbana will receive proposals for the following:

Alternative Response Task Force Facilitator

The City of Urbana is seeking a consultant who can facilitate a multi-agency task force discussion on alternative public safety response models. The task force will conclude with a report on the potential feasibility of alternative public safety responses in the City of Urbana, IL.

Proposals are required to be submitted via the City of Urbana's Procurement Portal at <https://procurement.opengov.com/portal/urbanaininois/projects/132217> until 5:00 pm on Wednesday, January 29, 2025. RFP instructions and selection procedures may also be obtained from the City of Urbana's Procurement Portal.

---

William Kolschowsky  
Assistant to the City Administrator / Senior Management Analyst  
City of Urbana

Publication Date: Wednesday, January 1, 2025

## 2. Introduction

### 2.1. Summary

The City is seeking a consultant who can facilitate discussion and guide a newly created Alternative Response Task Force that is tasked with developing an alternative response model to certain public safety calls for service for the purposes of improving public safety, health, and well being. The Facilitator will lead the task force in having candid and productive conversations about appropriate calls types to consider, organization skills and capacity, program sustainability, implementation hurdles, and other keys issues concerning the development of an alternative response model. The facilitator will: 1) Develop meeting agendas, 2) Facilitate discussion covering key topic areas and manage time and disagreement, 3) Take notes and provide summaries of conversations and meetings, 4) Author a final report

The goal of the Alternative Response Task Force is to identify public safety calls for service that could feasibly be handled by a responder other than traditional ~~sworn police patrol~~ officers or fire fighters. The Task Force should explore and describe the structure of such a model and determine its feasibility. When developing an alternative response model, feasibility will be determined based off of: 1) Scope of work (type of calls, and number), 2) agency availability (existence/commitment/desire), 3) resources required (City and outside agency resources needed, including staffing, equipment and financial), 4) deployment framework (how would agency, City, dispatch need to interact).

### 2.2. Background

The City recently undertook a comprehensive study of its public safety model. This study includes a staffing study for police and fire and an essential calls for service evaluation report that began to look at non-violent and non-criminal calls that could be rerouted to an alternative response model. The City is ready to engage in the next phase of the process of developing an alternative response model, working with our local service providers and partners. To this end, the City has invited 18 local agencies and departments to participate in an Alternative Response Task Force. The City desires a participatory process that is transparent and open to the public.

### 2.3. Timeline

Project Publish Date	January <del>27</del> , 2025
Pre-Proposal Meeting (Non-Mandatory)	<del>January 15</del> February 10, 2025, 12:00pm <a href="https://v.ringcentral.com/join/957772413?pw=7dfe1e280d0a0620047477ecf2f86b40">https://v.ringcentral.com/join/957772413?pw=7dfe1e280d0a0620047477ecf2f86b40</a> Meeting ID: 957772413 Password: BWkrWxfuDf
Question Submission Deadline	<del>January 22</del> February 17, 2025, 5:00pm

FY2025-RFP-097

Item H1.

Title: Alternative Response Task Force Facilitator **DRAFT** ~~12.13.2024~~1.16.2025

Proposal Submission Deadline	<del>January 29</del> <u>February 24</u> , 2025, 5:00pm
------------------------------	---

### 3. Instructions

#### 3.1. Submission

All submittals shall be provided in the format requested in a direct and concise manner. Submittals are required to be submitted via the [City's e-Procurement Portal](#) by the date/time prescribed in this request. Any submittals received after the date and time specified in the request shall not be considered and will not be opened. It is the responsibility of the prospective vendors to ensure their submittal is complete in accordance with the requirements of this request in the [City's e-Procurement Portal](#), by the specified time and date. Submittals received after the time and date will not be accepted.

#### 3.2. Pre-Submittal Meeting

An optional pre-submittal meeting will be held on ~~Wednesday, January 15~~ Monday February 10, 2025 at 12:00 pm at <https://v.ringcentral.com/join/957772413?pw=7dfe1e280d0a0620047477ecf2f86b40> Meeting ID: 957772413 Password: BWkrWxfuDf. Attendance is not required but is highly encouraged.

#### 3.3. Definitions

- A. The term "City" refers to the City of Urbana except when a request is issued by the Urbana Free Library, in which case it shall mean "City of Urbana on behalf of the Urbana Free Library"
- B. A prospective Contracting Agency will be referred to as the "Vendor", "Bidder", "Contractor", "Respondent", "You", or "Consultant."
- C. "Request", "Invitation", or "Solicitation" shall refer to this document that specifies the goods/services sought by the City.
- D. "Proposal", "Response", or "Bid" shall refer to all proposals, bids, quotes, and/or qualifications submitted in response to the request or invitation.
- E. "Time" shall refer to all time limits designated as days within these documents and shall be interpreted to mean calendar days unless otherwise specified.
- F. A "Calendar Day" is every day on the calendar.

#### 3.4. Public Records and Requests for Confidential Treatment

- A. Proposals become the property of the City and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.
- B. A request for confidential treatment will not supersede the City's legal obligations under FOIA. The City will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the City shall disclose the successful proposer's name, the substance of the proposal, and the price.
- C. If you request exempt treatment of portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information redacted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party,

shall be responsible for any costs associated with the City's defense of your request for exempt treatment.

- D. Further, you agree to allow the City to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.
- E. Any restriction on the use of proprietary information contained within a proposal shall be clearly stated as such within the proposal. The City will only be able to comply with a request for confidentiality to the extent allowed by law.

### 3.5. [Responsibilities of Respondent](#)

- A. It shall be the responsibility of each Respondent to be fully familiar with the instructional, technical, legal, and other requirements or conditions contained in and included with this Request and any associated addenda. No plea of error or ignorance by a Respondent regarding this information shall be accepted.
- B. Should a Respondent find discrepancies or omissions in the specifications or other contract documents or be in doubt as to the meaning of any specification or term, the Respondent shall notify the City at least two (2) business days prior to the deadline for submission.
- C. The Contractor shall indicate in its submittal whether subcontractors may be used for any portion of the work and, if so, furnish a written list of all proposed subcontractors and the nature of the Work being provided.
- D. The successful Respondent shall be capable of providing any additional documentation required (typically any required insurance certificates or bonds) and an executed contract in an approved form within fifteen (15) days from the date of the Notice of Award.

### 3.6. [Questions](#)

All questions pertaining to this request shall be submitted in writing through the OpenGov Procurement Question & Answer Tab via the [City's e-Procurement Portal](#) until the date/time prescribed in this request. Please include the section title for each question, if applicable, in order to ensure that the questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders/consultants following this solicitation on the [City's e-Procurement Portal](#).

### 3.7. [Addenda](#)

Any addenda shall be posted on the [City's e-Procurement Portal](#). Addenda notifications will be emailed to all persons on record as following this procurement. Failure of any Bidder/Consultant to receive any such addenda or interpretation shall not relieve such Bidder/Consultant from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

### 3.8. [Withdrawal of Bid/Proposal](#)

Bids/Proposals may be withdrawn through the [City's e-Procurement Portal](#); the responding firm may "unsubmit" their Bid/Proposal in OpenGov Procurement prior to the submission deadline. After withdrawing a previously submitted Bid/Proposal, the responding firm may submit another Bid/Proposal at any time prior to the submittal deadline. All Proposals submitted in response to this Request shall be irrevocable for a period of ninety (90) days after the Proposal's due date and may not be withdrawn by the

Vendor during this period. After such time has elapsed, the Vendor may withdraw the Proposal if it has not been selected prior to the request to withdraw. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of Bids/Proposals following the submittal deadline, or to cancel awards or contracts based on Bid/Proposal mistakes, will be submitted in writing and will be supported by a written determination made by the City procurement contact.

### 3.9. [City's Rights Reserved](#)

The City reserves the right to reject any and all submittals, or any part thereof, and to waive any technicalities or informalities deemed to be in the best interests of the City. Any such decision shall be considered final. The City may request additional information and/or conduct interviews/discussions with any Respondent who submits an acceptable or potentially acceptable submittal to verify they are a responsible bidder. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of submittals. During the course of such discussions, the City shall not disclose any information derived from one proposal to any other Respondent. The City reserves the right to negotiate final specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this solicitation. The City may require the solicitation and the Respondent's submittal be incorporated in full or in part as Contract Documents. This implies that the solicitation and all responses, supplemental information, and other submissions provided by the Respondent during discussions or negotiations may be held by the City as contractually binding on the successful respondent. When the City determines a Respondent's submittal to be unacceptable, such respondent shall not be afforded an additional opportunity to supplement its submittal. The City will not be liable in any way for any costs incurred by Respondents in replying to this solicitation.

### 3.10. [No Bid](#)

Anyone who is not submitting a proposal for the work but wishes to receive final tabulations or award information should "Follow" the project to receive automated notifications pertaining to this solicitation.

## 4. Scope of Work ("Work")

### 4.1. General Responsibilities

The City is seeking a consultant who can facilitate discussion and guide a newly created Alternative Response Task Force that is tasked with developing an alternative response model to certain public safety calls for service for the purposes of improving public safety, health, and well being. The Facilitator will lead the task force in having candid and productive conversations about appropriate calls types to consider, organization skills and capacity, program sustainability, implementation hurdles and other keys issues concerning the development of an alternative response model. The facilitator will: 1) Develop meeting agendas, 2) Facilitate discussion covering key topic areas and manage time and disagreement, 3) Take notes and provide summaries of conversations and meetings, 4) Author a final report as described below.

The goal of the Alternative Response Task Force is to identify public safety calls for service that could feasibly be handled by a responder other than traditional sworn police ~~patrol~~-officers or firefighters. When developing an alternative response model, feasibility will be determined based off of: 1) Scope of work (type of calls, and number), 2) agency availability (existence/commitment/desire), 3) resources required (City and outside agency resources needed, including staffing, equipment and financial), 4) deployment framework (how would agency, City, dispatch need to interact).

Alternative responses may include either or both non-sworn response by City personnel and responses by outside agencies.

### 4.2. Facilitator Tasks and Deliverables

The Facilitator is expected to conduct the following activities to deliver the identified deliverables:

Pre-Task Force Meetings: In order to develop a more robust understanding of the City and community expectations the Facilitator should perform the follow activities.

- Review the recently completed "Public Safety Services Operational Review & Assessment" and "Key Staffing and Operations Review for City of Urbana" attached to this RFP.
- Conduct one focus group discussion with the Urbana City Council (on-site).
- Hold additional discussion with the City project management team as necessary.
- Create and distribute an online/electronic survey to Alternative Response Task Force members soliciting organizational capacity, interests, constraints and meeting availability.
- Familiarize themselves with common models and current trends related to alternative public safety response, focusing on best practices for comparably sized cities.

#### *Deliverables*

- Meeting Plan that describes:
  - Logistics such as -specific dates of the meetings, ~~agenda topic items~~, roles, facilitation techniques, techniques for documenting feedback, etc.

- Discussion framework for the Task Force that highlights alternative response models and trends, examples from similar cities, anticipated meeting agenda topics, and key issues for Task Force consideration.

#### Alternative Response Task Force Meetings

- Conduct Alternative Response Task Force meetings.
  - Proposals should contemplate at least 12 hours total for the task force meetings. At the discretion of the Facilitator and Task Force, the time, duration, and number of meetings may vary<sup>1</sup>.
  - Meetings of the Task Force must be conducted in a manner consistent with the Illinois Open Meetings Act requirements, such as publishing a meeting agenda, taking minutes, being open to the public, and providing for public input. Meetings will be held in person and will be video recorded and made available for public viewing.
- May conduct breakout sessions with service providers between Task Force meetings to gather more specific, or confidential, information (breakout meetings up to four Task Force members may be remote and confidential).
  - Generalized summary of breakouts must be provided at subsequent Task Force meetings.

#### *Deliverables*

- Final Report of the Alternative Response Task Force, that summarizes discussion, describes the feasibility (using the determining factors listed above) of alternative responses to certain calls for service and outlines the design of one or more alternative response models.
  - A draft of the Report should be presented to the Task Force for review and discussion prior to the Final Report.
- Summary of findings to be presented at an Urbana City Council meeting.
- Two community meetings to present summary and solicit community feedback that will be hosted by the Facilitator.

#### 4.3. Resources Provided to the Facilitator

In addition to having representatives on the Task Force the City will also dedicate staff to the project to assist the Facilitator and Alternative Response Task Force in meeting the project objectives.

The City shall provide and meet the following responsibilities:

1. Provide a point of contact (City Project Manager)
2. Identify a Project Team consisting of City elected and public safety leadership

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<sup>1</sup> Proposal should priced for 12 hours of Task Force meetings and detail the incremental cost for additional meetings and limits to the Respondents participation, if any.

3. City Project Manager, and the Project Team, shall assist with planning, strategy, and objectives prior to performance of the Work and respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.
4. The City will secure a meeting space for all the Task Force meetings and ensure basic support services are provided.
5. The City Clerk will ensure meetings are noticed and advertised appropriately and will produce the official minutes of each meeting of the Task Force.

#### 4.4. [About the Task Force](#)

The Alternative Response Task Force is comprised of 18 service providers, City departments, governmental partners, and other key stakeholders. Alternative Response Task Force members are expected to attend the meetings and provide information about their organization's ability to participate in a new alternative response model, and what financial operational, or organization requirements would need to be met in order for their participation to be feasible.

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## 5. Proposal Content and Format Requirements

The respondents shall submit a copy of their Proposal for the project. Each copy shall include the information outlined below:

- A. **Company Description:** A brief description of the company along with any proposed subcontractors, if applicable.
- B. **Understanding:** A brief discussion of your understanding of the goods/services being requested.
- C. **Approach:** Discuss how your company will approach delivery of requested goods/services.
- D. **Experience & References:** Provide a summary of your experience along with three (3) applicable references to whom you've provided similar goods or services to those that are being requested. References should be from clients from within the last five (5) years.
- E. **Team:** Identify key staff that will be assigned to provide the goods/services along with applicable experience.
- F. **Cost:** Proposals should include the estimated total cost to provide the services requested. Costs should be delineated by phase and/or deliverable. Hourly rates, travel expenses, or other costs should be specified to the extent applicable.

Companies may include any other considerations and information they believe to be related and relevant provided their proposal does not exceed any prescribed page limits. However, please submit succinct and structured documentation that is responsive to what is being requested. Extraneous marketing materials should not be included with the submittal.

Page Number Limit: 30

## 6. Vendor Submittals & Confirmations

### 6.1. [Confirmation of Understanding & Authorization\\*](#)

By confirming, vendor is certifying that they have read and understand the provisions of this procurement and are authorized to submit response on behalf of the company.

Please confirm

\*Response required

### 6.2. [Proposal\\*](#)

\*Response required

### 6.3. [Would you be utilizing subcontractors for this project?](#)

Yes

No

When equals "Yes"

#### 6.3.1. [Subcontractor\(s\) Information\\*](#)

Please include the following for each subcontractor:

- Name
- Phone Number
- Email
- Type of Work Being Performed

\*Response required

### 6.4. [W-9\\*](#)

\*Response required

### 6.5. [Vendor Representations and Additional Duties Form](#)

#### 6.5.1. [Does the vendor agree to the following?\\*](#)

The Vendor agrees that following representations and additional duties are a material part of the contract. The vendor, having been duly sworn under oath, certifies and agrees as follows:

- A. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
- B. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
- C. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.

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- D. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
- E. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
- F. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- G. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.
- H. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.
- I. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- J. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 et seq. The prevailing wage rates are established and revised by the Department of Labor and are available at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm).
- K. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

- Yes  
 No

\*Response required

When equals "No"

6.5.2. *If you disagree with a statement, please state the statement and explain why. \**

\*Response required

6.5.3. *Please select one statement, in accordance with 65 ILCS 5/11-42.1-1\**

The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.

The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

\*Response required

6.5.4. *Does this response have any proprietary information?\**

Refer to Public Records and Requests for Confidential Treatment under [Instructions](#).

Yes

No

\*Response required

When equals "Yes"

6.5.5. *Upload Redacted Response\**

\*Response required

When equals "No"

6.5.6. *Acknowledgment of FOIA Requests\**

By confirming, the vendor understands that the submittal is subject to FOIA and the City is required to share information that is subject to FOIA requirements.

Please confirm

\*Response required

## 7. Selection Process

### 7.1. General

- A. Awards shall only be made to Vendors deemed responsible with fully responsive submittals.
- B. Should an awarded vendor be incapable of meeting any conditional award provisions, City may make an award to the next ranked vendor.
- C. If an award is not made within 90 days after unsealing submittals, Respondent may request a withdrawal of their submittal without penalty.

### 7.2. Best Value

- A. If an award is made, it shall be to the submittal that offers the best overall value as determined by a City evaluation team.
- B. If deemed necessary, City may opt to conduct subsequent interviews with any respondents they deem necessary.

### 7.3. Timeline and Budget

- A. The City expects to complete its initial review two weeks post-submittal opening. Interviews, if conducted would be planned for two weeks after the initial review (four weeks total).
- B. The City would seek to finalize contract negotiation and selection within four weeks of a conditional award.
- C. The City has \$55,100 allocated specifically for the scope of work. The City has additional funds reserved for Alternative Response Task Force implementation that may be utilized if the requirements of the requested scope of work exceed the current allocated amount.

## 8. Evaluation Criteria

Proposals will be reviewed by the City’s evaluation team with individual and aggregate scoring to be informative, not determinate. Ultimately, evaluation team will make a recommendation for award based on scoring and deliberation of the group.

### 8.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Content, understanding, and approach of the scope of work requested.  Respondents should display a clear understanding of the project and describe their ability to complete tasks and deliverables. Respondents should demonstrate a willingness to be collaborative and have open minded approach to the outcomes of the Task Force.	N/A	N/A
2.	Qualifications and experience of the responding firm and the staff assigned to this project.  Responding firms and assigned staff should demonstrate experience in consulting and facilitation services. A minimum of 3 years experience in consultation and facilitation services is desired.	N/A	N/A
3.	Understanding of Public Safety, Government Processes, Intergovernmental Agreements, and social service providers.  Respondents should indicate their familiarity of public safety practices, social service providers, and the unique capabilities and restrictions of local government. Specific experience working with police, fire, and other municipal services should be identified.	N/A	N/A
<u>4</u>	<u>Understanding of models and trends in alternative public safety responses.</u>  <u>Responding firms should demonstrate their understanding of the emerging field of alternative response models and their ability to guide action-oriented insights, appropriate to a small, resource constrained, city.</u>	<u>N/A</u>	<u>N/A</u>
<u>54.</u>	Cost effectiveness of the Proposal.  Respondents should indicate the cost of the Proposal and their ability to complete the project.	N/A	N/A

8.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Interviews (Tentative)  At the City's discretion, the City may conduct an additional round of interviews with one or more responding firms.	Pass / Fail	1 <i>(100% of Total)</i>

## 9. Insurance Requirements

Insurance Vendor and its subcontractors (Vendors) shall maintain the insurance coverages stated below during the term of this contract and shall provide evidence of such coverage to City’s representative upon request. Insurance must be placed with companies with an A.M. Best rating of A- VIII or better and will be maintained for the duration of the project or the term for which services will be rendered.

Failure of the City to obtain Certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to City upon request. Vendors’ failure to comply with the insurance requirements constitutes a material breach of contract terms.

Indemnification Vendor shall indemnify the City and its officers and employees against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, and agents. This indemnification obligation shall survive the termination or expiration of the contract and any order made under it.

### 9.1. Commercial General Liability – limits of not less than:

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Bodily Injury & Property Damage - General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000

Vendors shall name the City of Urbana and its officers and employees as additional insured on a primary and non-contributory basis to any City of Urbana insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include contractual liability and a waiver of subrogation.

### 9.2. Workers’ Compensation, as required by applicable law, with limits of not less than:

Coverage A (Statutory Benefits)	Illinois Statutory
Coverage B (Employer’s Liability)	\$500,000 each disease \$500,000 each employee \$500,000 policy limit

Coverage will include a waiver of subrogation in favor of the City of Urbana.

### 9.3. Automobile Liability

Automobile Liability, when any owned, hired, or non-owned motor vehicles are used in connection with work to be performed, Vendor must provide Automobile Liability insurance with limits of not less than:

Automobile Liability	\$1,000,000 combined single limit
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Vendors shall name the City of Urbana and its officers and employees as additional insured on a primary and non-contributory basis to any City of Urbana insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include a waiver of subrogation.

9.4. [Umbrella/Excess Liability](#)

Umbrella/Excess Liability, to follow form over General Liability, Automobile Liability, and Employer's Liability with limits of not less than:

Umbrella/Excess Liability	\$5,000,000 each occurrence \$5,000,000 general aggregate
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## 10. Standard Terms & Conditions

These standard terms and conditions shall govern the final contractual obligation of the successful respondent to provide requested goods and services unless supplemental terms and conditions are included which supersede specific individual standard terms and conditions or alternative terms and conditions are negotiated and agreed upon by both parties post-award, prior to final contract execution.

### 10.1. [Prices](#)

The prices for goods and services are complete and shall include all equipment, labor, materials, shipping, handling, installation, and other charges unless specifically denoted otherwise. Where prices are given in both words and figures, the words shall govern. If there is a discrepancy between the total amount and a unit price, the unit price shall govern.

### 10.2. [Delivery](#)

Vendor shall complete delivery of goods or services in accordance with the provisions of the request. If a time has not been specified in the request, then delivery should be provided no more than 30 days after the date of the issuance of the purchase order (P.O.). Each shipment of goods shall include a separate invoice.

### 10.3. [Payment](#)

If payment terms are not indicated, the City shall make payment no more than 30 days after receipt of an invoice, pay application, or pay request that has been approved by authorized City representative. Vendor shall list applicable P.O. number on all invoices and packing lists.

### 10.4. [Tax Exemption](#)

The City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax exempt number will be furnished to the successful respondent upon execution of a final contract.

### 10.5. [Inspection; Rejection; Acceptance](#)

Before making payment, the City may inspect all goods delivered and services performed and reject those that are defective or nonconforming. The City may return rejected goods and goods supplied in excess quantities to the Vendor at the Vendor's risk and expense. The Vendor shall promptly correct all work or services identified to be defective or nonconforming, whether observed before or after completion of the services. The Vendor is responsible for all costs of correcting such defective or nonconforming goods or services, including costs associated with repairing any damage, re-performing the services, and incurred due to the Vendor's inadequate performance.

### 10.6. [Warranties](#)

In addition to all warranties provided by law and unless specified otherwise in the request, the Vendor warrants that the goods delivered pursuant to this request (a) conform to the descriptions and specifications contained herein; (b) are fit for the purpose for which such goods are ordinarily employed and any particular use the City has specified to the Vendor; (c) are new, unused, and safe for their intended purpose; (d) are free from any security interests, liens, claims, or encumbrances; (e) comply with all applicable federal, state, and municipal laws; (f) do not infringe upon or violate any copyrights or patents, unless the City has furnished the designs used on the goods; and (g) will operate for a reasonable period under normal use.

### 10.7. Cancellation

The time for delivery of goods or performance of services pursuant to this request is of the essence. The City may cancel any or all of the contract without liability if the Vendor: (a) fails to meet price, quantity, quality, or delivery requirements; (b) ceases to operate in the normal course of business; (c) declares bankruptcy or otherwise is subject to legal proceedings concerning creditor relief; (d) applies for or is subject to appointment of a receiver; or (e) makes any assignment for the benefit of creditors. The City also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code.

### 10.8. Default

If the City initiates suit for any default of the Vendor and the City substantially prevails in any such suit, the Vendor shall pay the City's costs to enforce the terms of this P.O., including court costs and reasonable attorneys' fees.

### 10.9. Indemnification

Except for claims based solely upon the negligence, gross negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents, or employees, the Vendor shall INDEMNIFY and DEFEND the City and its officers, agents, and employees against all claims, including attorneys' fees, arising from (a) any defect in the goods or services that existed at the time of delivery to the City; (b) the Vendor's breach of any warranty; or (c) the Vendor's performance or failure to perform the provisions of this P.O.

### 10.10. Risk of Loss

The Vendor shall bear the risk of loss, injury, or destruction of the goods or services specified in the final contract until delivery to the specified destination and the City's inspection and acceptance.

### 10.11. Independent Contractor

The City and successful respondent are independent contractors with respect to each other, and nothing in this request or final contract creates an association, partnership, joint venture, or agency relationship between them.

### 10.12. Force Majeure

Neither party will be deemed to be in default for performance delays caused by floods, earthquakes, fires, epidemics, pandemics, wars, riots, or other civil disturbances. The City may cancel the contract after determining such delay will prevent successful performance of work associated with contractual terms and conditions.

### 10.13. Assignment; Subcontractors

The Vendor shall not assign or subcontract its rights without the City's prior written approval. All Work performed for the Contractor by any subcontractor will be pursuant to an appropriate written agreement which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor and City.

### 10.14. Variations; Entire Agreement:

RESERVED

### 10.15. Governing Law

All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work shall apply to and deemed included in the final Contract. The

parties shall construe this contract according to Illinois law and the Urbana City Code and shall initiate and maintain any action to interpret or enforce this contract in the Sixth Judicial Circuit Court, Champaign County, Illinois.

#### 10.16. [Nonwaiver](#)

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

#### 10.17. [Compliance with City Ordinance](#)

RESERVED

#### 10.18. [Survival](#)

The obligations set forth in Paragraphs Warranties, Default, Indemnification, and Governing Law will survive the termination of the contract.

#### 10.19. [Contract & Contract Documents](#)

Unless specified otherwise, Vendor shall execute a City provided or City approved contract. Contract documents shall incorporate all requirements/conditions established in this request, along with Vendor submissions, other required documents post-award, contract, and any associated change orders.

#### 10.20. [Use of City's Name](#)

The City's name or logo shall not be used in any form of advertising without the City's prior written permission. The City's name or logo shall not be used in any form of advertising without the City's prior written permission.

#### 10.21. [Notice of Award](#)

The City will notify the Successful Respondent of their final selection for award; said notice will include a request for any additional documentation required for execution of contract and notice to proceed.

#### 10.22. [Notice to Proceed](#)

Upon delivery and acceptance of additional documentation required in Notice of Award and Vendor signed contract, City will issue a Notice to Proceed with a countersigned contract.

#### 10.23. [Change Orders](#)

Any modifications or amendment to an existing contract or agreement shall be mutually agreed upon in writing and signed by both the Vendor and authorized City representative.

#### 10.24. [Proof of license, permit, etc.](#)

Vendors must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work. It is the Vendor's responsibility to inquire about requirements with Procurement Contact.