

**URBANA CITY COUNCIL
MEETING OF COMMITTEE OF THE WHOLE
AGENDA
(Milton Otto, Chair)**

DATE: Tuesday, November 13, 2001
TIME: 7:30 P.M.
LOCATION: Urbana City Council Chambers
400 South Vine Street

AGENDA:

1. Call to Order and Roll Call
2. Additions to the Agenda and Staff Report
3. Minutes of the Previous Meeting
4. Public Input
5. Request from University for the Establishment of a "University District" [PW]
6. GIS Implementation Discussion [PW]
7. Commercial Recycling Status Report [PW]
8. Update – Loud Music/Special Events [Legal]
9. Report on Number of Citations Issued for Loud Vehicles [PD]
10. Discussion of Hate Crimes [Danielle Chynoweth/PD]
11. Ordinance No. 2001-11-142: An Ordinance Approving An Urbana Home Consortium Recipient Agreement Homestead Corporation (Rental Project FY2001-2002) [CD]
12. Champaign County Housing Authority Draft 5-Year Plan [CD]
13. Closed Session – Pending Litigation
14. Adjournment

Urbana GIS



GIS

System of Information integrating
spatial and non-spatial data using
computers, software, people

“Smart maps”

Uses of GIS in Urbana

- **Land use and urban growth planning**
- **Economic development planning**
- **Infrastructure and transportation planning**
- **Needs assessments**
- **Crime tracking and law enforcement planning**
- **Emergency management**
- **Inventory and billing systems**

How does GIS help Urbana?

- **If then modeling**
- **Graphical representation of numerical data**
- **Fosters a unified approach to information**
- **Reduction of duplication of effort**

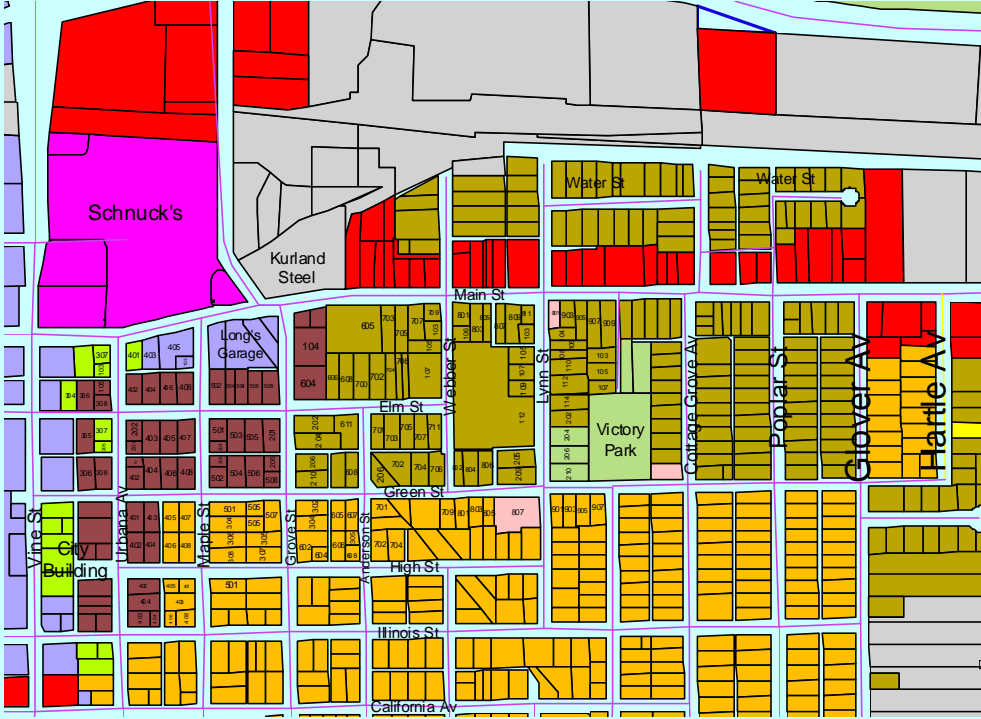
A properly implemented GIS improves the following

- **Accessibility of data**
- **Accuracy of data**
- **Availability of data**
- **Data collection time**
- **Communication of Information**
- **Confidence in analysis**
- **Identification of conflicts**
- **Explicitness of decisions**
- **Time to make a decision**

MAPS WE CURRENTLY USE

Parcel and Zoning Data

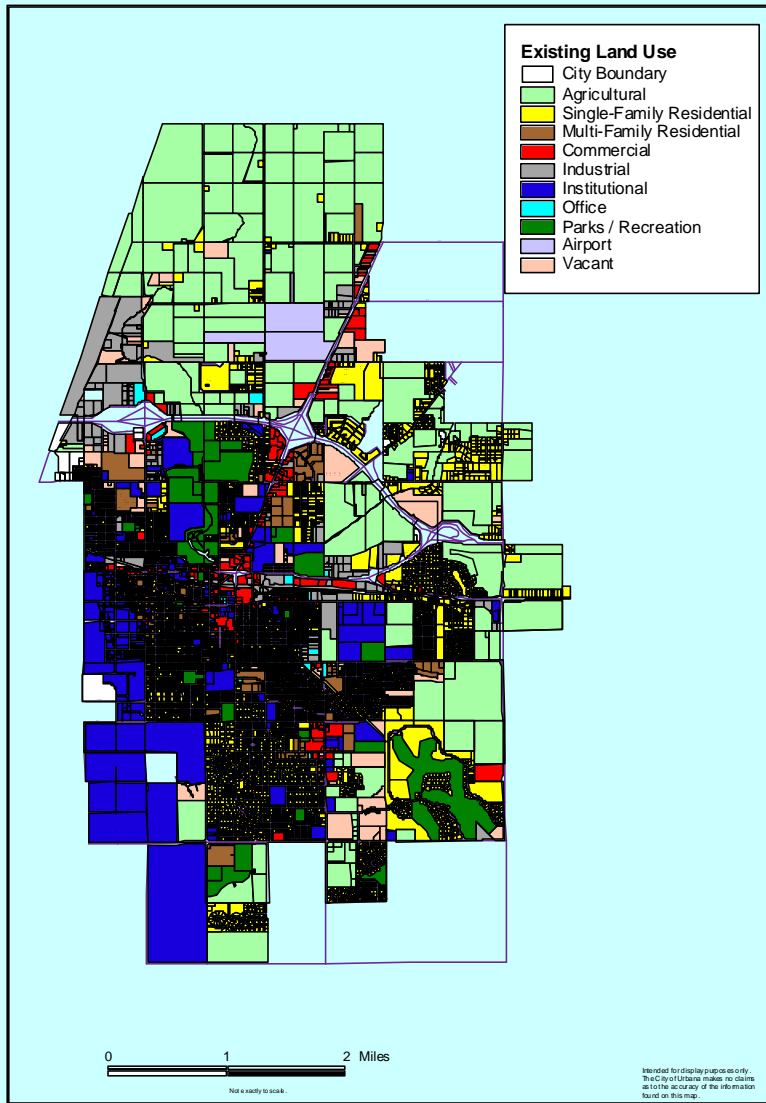
East Urbana Neighborhood Zoning



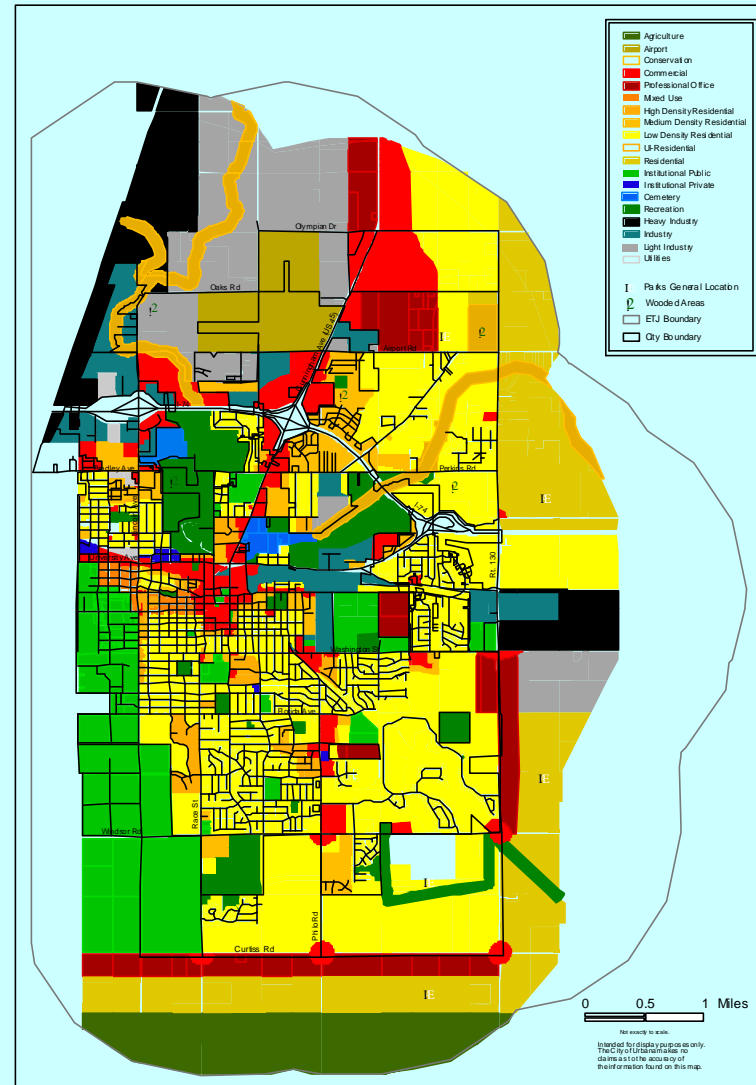
LEGEND

- B1, Neighborhood Business
- B3, General Business
- B4, Central Business
- B4E, Central Business Expansion
- CRE, Conservation Recreation Education
- IN, Industrial
- R3, Single & Two Family Residential
- R4, Medium Density Multiple Family Residential
- R5, Medium High Density Multiple Family Residential
- R6, High Density Multiple Family Residential

Existing and future land use

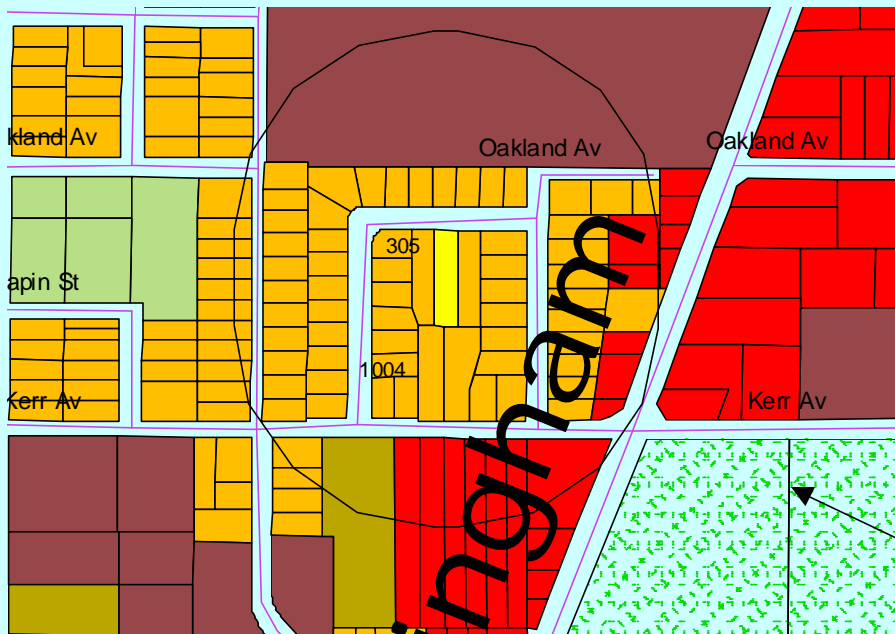


 **Figure 5-3 Existing Land Use Map**
Urbana Comprehensive Plan 2002
Prepared May 23, 2001 by Community Development Services



 **Figure 2-1 Land Use Plan Map**
Urbana Comprehensive Plan 2002
Prepared February 14, 2001 by Community Development Services

Generation of maps and mailing lists



PIN	DISTRICT	LAST	FIRST	OWNER	C	ADDR1	ADDR2
1 91-21-08-276-001	R3	BURGIN	THOMAS E II	BURGIN-THOMAS E II			306 HIGHLA
2 91-21-08-276-019	R3	DEPPE	SCOTT	DEPPE-SCOTT			1107 N DEP
3 91-21-08-276-019	R3	BURGIN	THOMAS E II	BURGIN-THOMAS E II			306 N HIGH
4 91-21-08-276-017	R3	LUSTIG-ROBERT		LUSTIG-ROBERT			404 N HIGH
5 91-21-08-276-018	R3	BURK	KATHY A	BURK-KATHY A			402 E HIGH
6 91-21-08-276-018	R3	BURK	KATHY A	BURK-KATHY A			310 N HIGH
7 91-21-08-276-015	R3	STURDYVIN	WANDA L	STURDYVIN-WANDA L			310 N HIGH
8 91-21-08-276-014	R3	BOLTON	MARY E	BOLTON-MARY E			308 N HIGH
9 91-21-08-276-013	R3	BURGIN	THOMAS E II	BURGIN-THOMAS E II			306 N HIGH
10 91-21-08-276-012	R3	AVERY	GRAIG & KELLY	AVERY-GRAIG & KELLY			304 HIGHLA
11 91-21-08-276-001	R3	RAUCH	SHERYLL S	RAUCH-SHERYLL S			601 E OAKL
12 91-21-08-276-002	R3	JOHNSON	ANNKIC D	JOHNSON-ANNKIC D			503 E OAKL
13 91-21-08-276-003	R3						
14 91-21-08-276-020	R3	BURGIN	THOMAS II	BURGIN-THOMAS II			306 E HIGH
15 91-21-08-276-002	R3	HUMES	HOWARD LCEE	HUMES-HOWARD LCEE			1100 N DIVI
16 91-21-08-276-003	R3	HUMES	PAUL BRADLEY	HUMES-PAUL BRADLEY		HUMES BEVERLY	1108 N DIVI
17 91-21-08-276-004	R3	SCROGUM	KAREN L	SCROGUM-KAREN L			1104 CERPA
18 91-21-08-276-013	R3	FOTZLER	NEIL	FOTZLER-NEIL			1010 S SEC
19 91-21-08-276-021	R3	WILLIAMS	RICHARD M	WILLIAMS-RICHARD M			1105 N HIGH
20 91-21-08-277-001	R3	STIGALL	THOMAS E & TERRY	STIGALL-THOMAS E & TERRY			305 HIGHLA
21 91-21-08-277-007	R3	WEBB	RICHARD E	WEBB-RICHARD E			307 N HIGH
22 91-21-08-277-009	R3	BURGIN	TOM E II	BURGIN-TOM E II			306 E HIGH
23 91-21-08-277-010	R3	JOHNSON	DANNY J	JOHNSON-DANNY J			1896 S FOR
24 91-21-08-276-004	R3	SULLIVAN	TIM	SULLIVAN-TIM			1106 N DIVI
25 91-21-08-276-006	R3	DAKER	NANCEN	DAKER-NANCEN			1102 N GCR
26 91-21-08-276-022	R3	THORNTON	RUTH M	THORNTON-RUTH M			1103 N HIGH
27 91-21-08-277-011	R3	SCHMIDT	ANDREA	SCHMIDT-ANDREA			1915 MCDO
28 91-21-08-276-006	R3	RICHMOND	TROY A	RICHMOND-TROY A			1104 N DIVI
29 91-21-08-277-002	R3	LOTTMAN	BORIS J	LOTTMAN-BORIS J			1104 N HIGH
30 91-21-08-276-006	R3	FOTZLER	NEIL	FOTZLER-NEIL			1010 S SEC
31 91-21-08-276-014	R3	FOTZLER	NEIL	FOTZLER-NEIL			1010 S SEC
32 91-21-08-276-023	R3	RANDOLPH	KENT RAY	RANDOLPH-KENT RAY			2203 WYLD
33 91-21-08-277-012	R3	ELDRIDGE	ESTHER N	ELDRIDGE-ESTHER N			1011 CERPA
34 91-21-08-276-006	R3	CHEVALER	FLORENCE K	CHEVALER-FLORENCE K			1107 N DIVI

Special Projects

- “On the fly” queries and maps

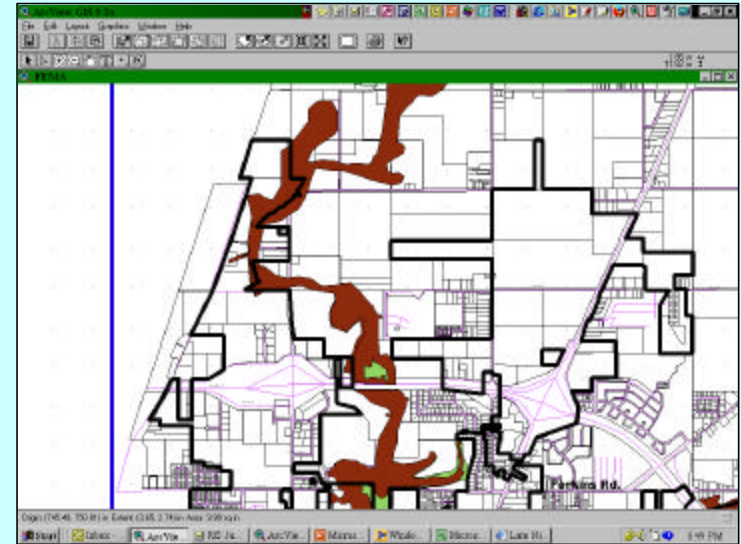
 - $EAV < 0$

 - B-1 zoning inventory

- Analysis of zoning district, future, existing land use by acres

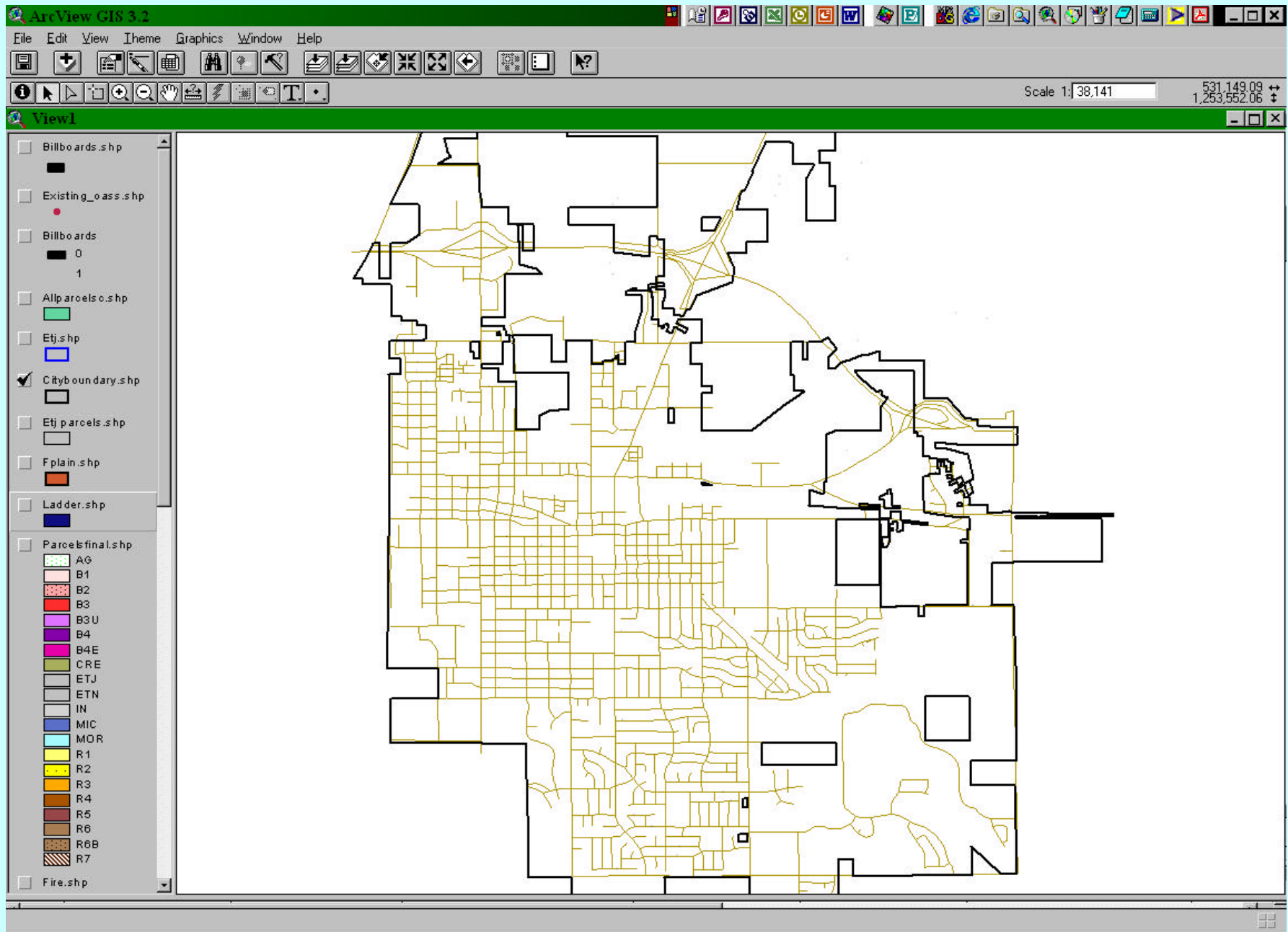
- TIF scenario: existing land use if built out according to future land use plan

- Lots of coverages “created” for Comprehensive Plan Update – great potential

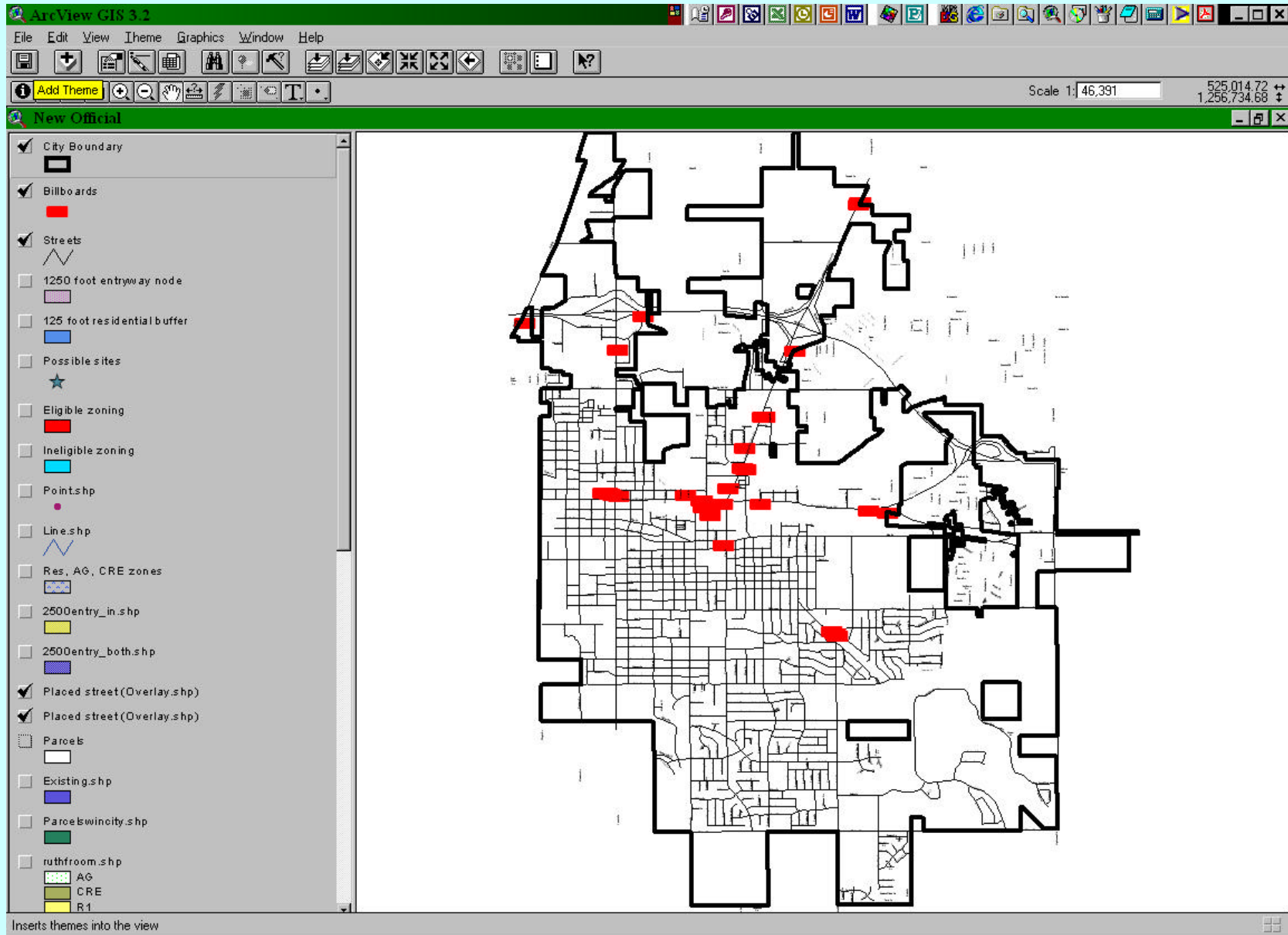


**Sample Application:
Review of Billboard Ordinance**

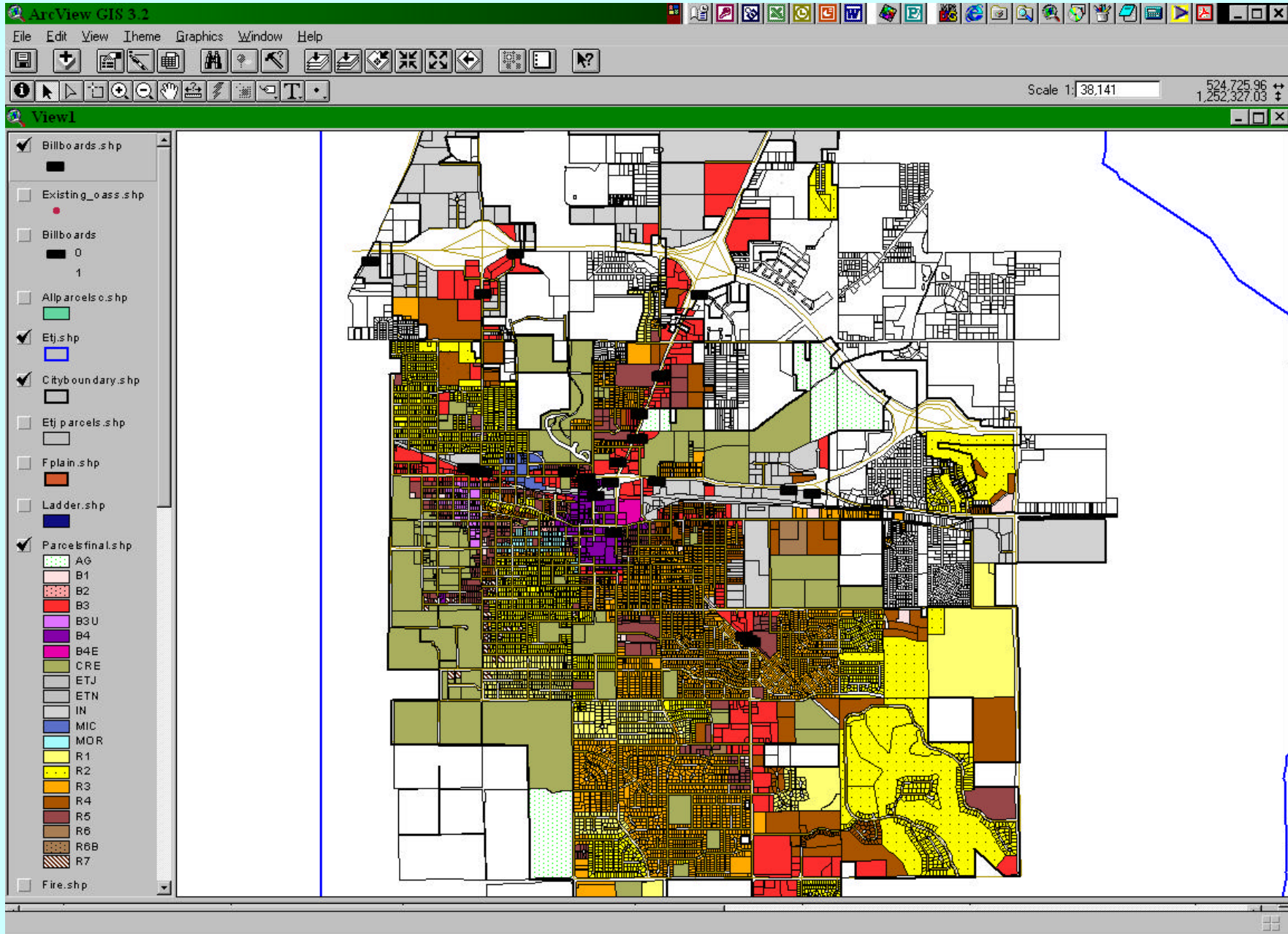
Layers 1&2: Streets and City Boundary



Layer 3: Billboard Inventory



Layer 4: Zoning Districts



- **Billboards not allowed within 50 feet of Residential, AG, CRE Zoning**
- **Question: What area covered by this requirement?**

Query database

ArcView GIS 3.2

File Edit View Theme Graphics Window Help

Scale 1:46,391 528,961.26 1,266,480.20

New Official

- City Boundary
- Billboards
- Streets
- 1250 foot e
- 125 foot re
- Possible sil
- Eligible zon
- Ineligible zo
- Point.shp
- Line.shp
- Res. AG, C
- 2500entry_
- 2500entry_
- Placed street(Overlay.shp)
- Placed street(Overlay.shp)
- Parcels
 - AG
 - B1
 - B2
 - B3
 - B3U
 - B4
 - B4E
 - CRE
 - ETJ
 - ETN
 - IN

Parcels

Fields

- [Shape]
- [Pin]
- [District]
- [Area]
- [Acres]
- [Perimeter]
- [Calcacres]

Values

- "AG"
- "B1"
- "B2"
- "B3"
- "B3U"
- "B4"

Update Values

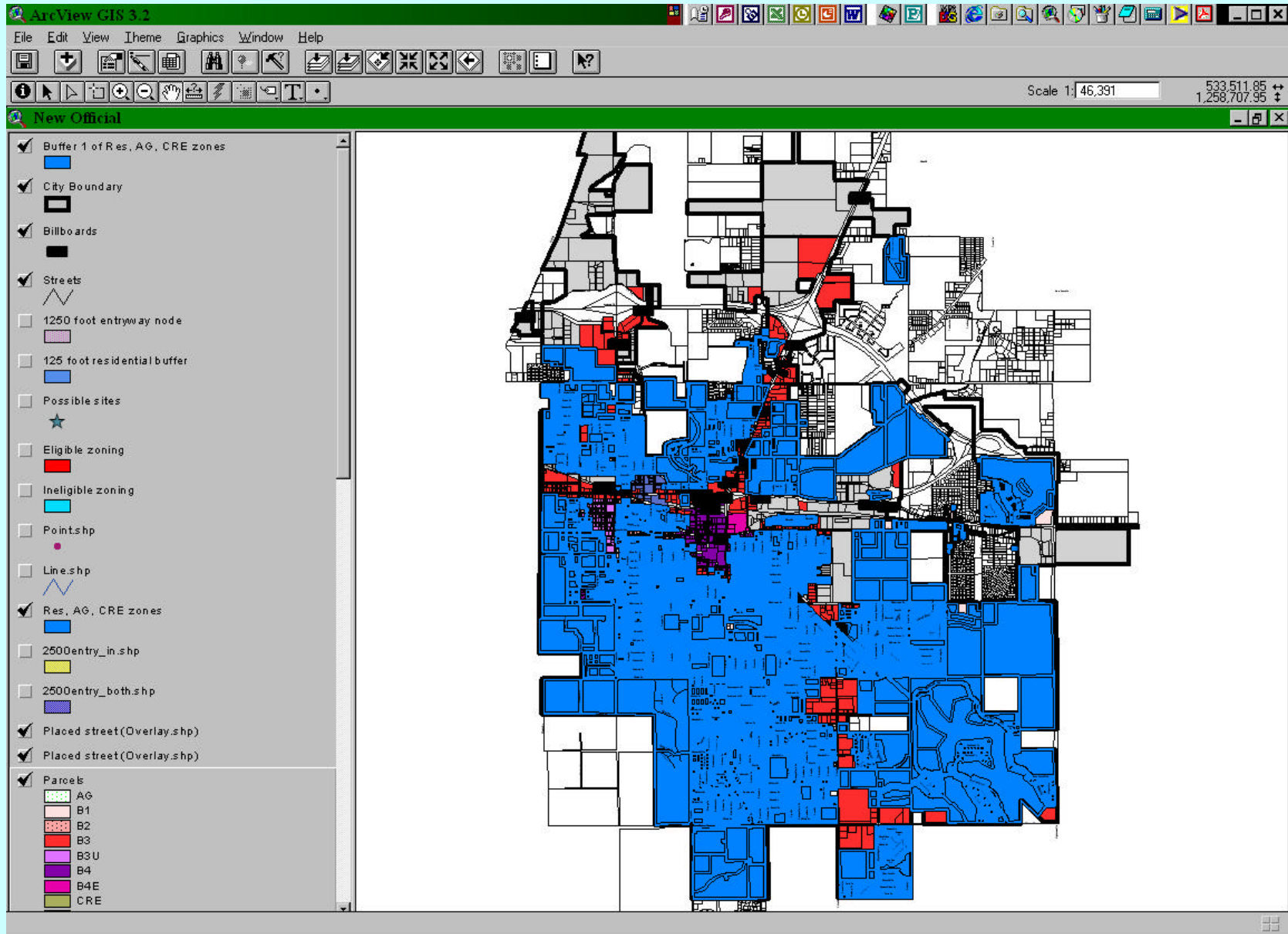
[[[District] = "AG"] or [[District] = "CRE"] or [[District] = "R1"] or [[District] = "R2"] or [[District] = "R3"] or [[District] = "R4"] or [[District] = "R5"] or [[District] = "R6"] or [[District] = "R6B"] or [[District] = "R7"] or [[District] = "MOR"]]

New Set

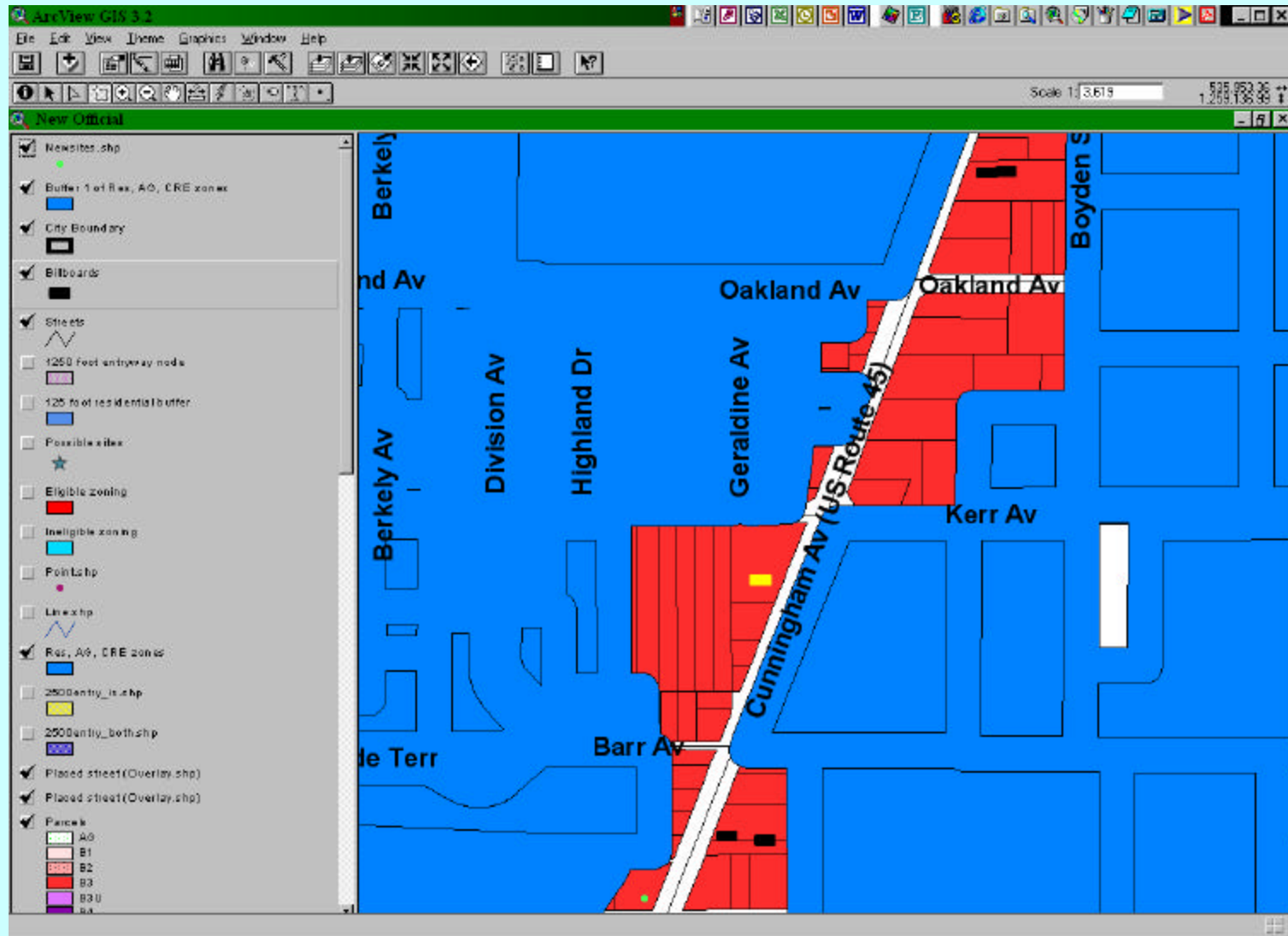
Add To Set

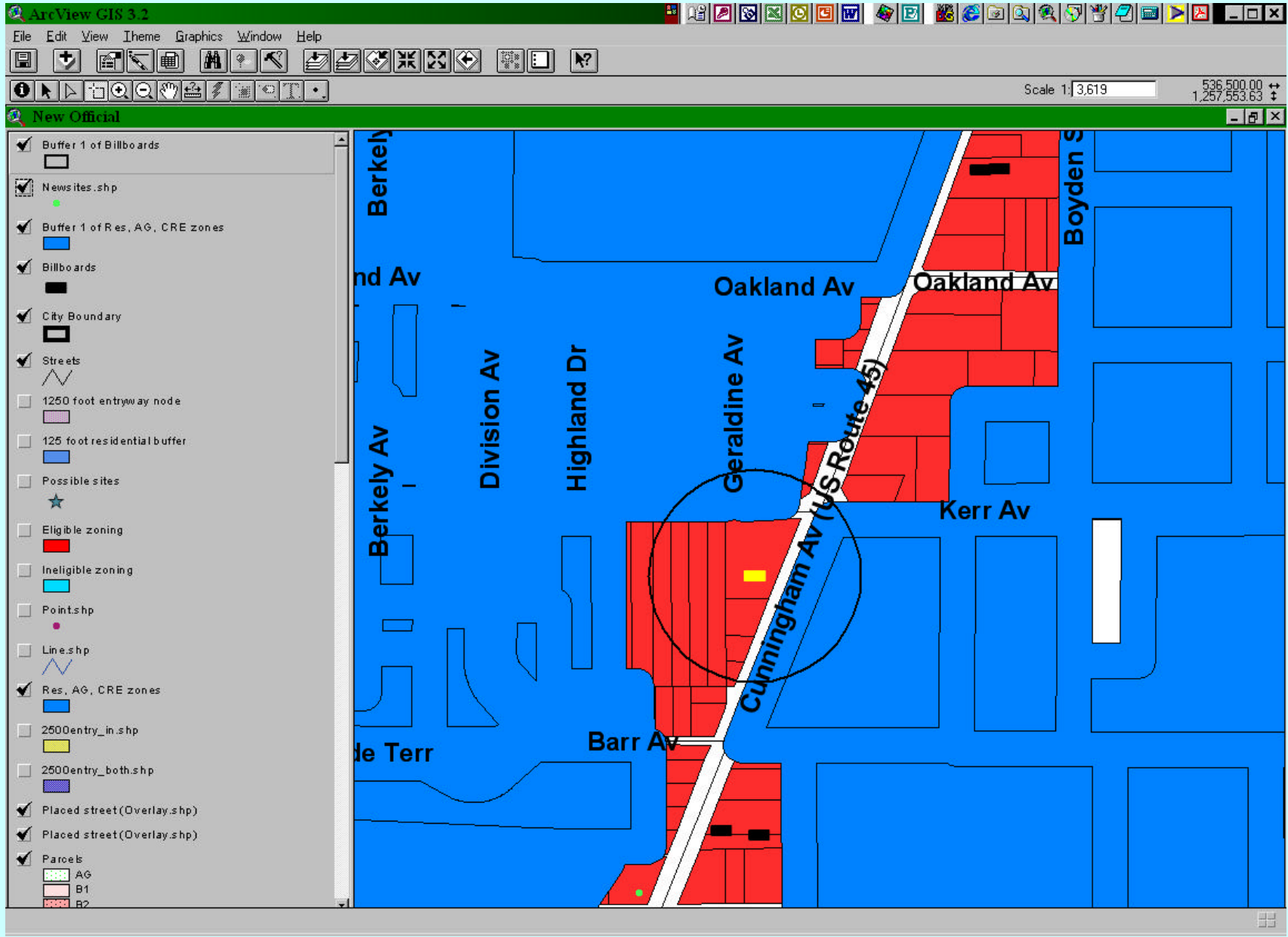
Select From Set

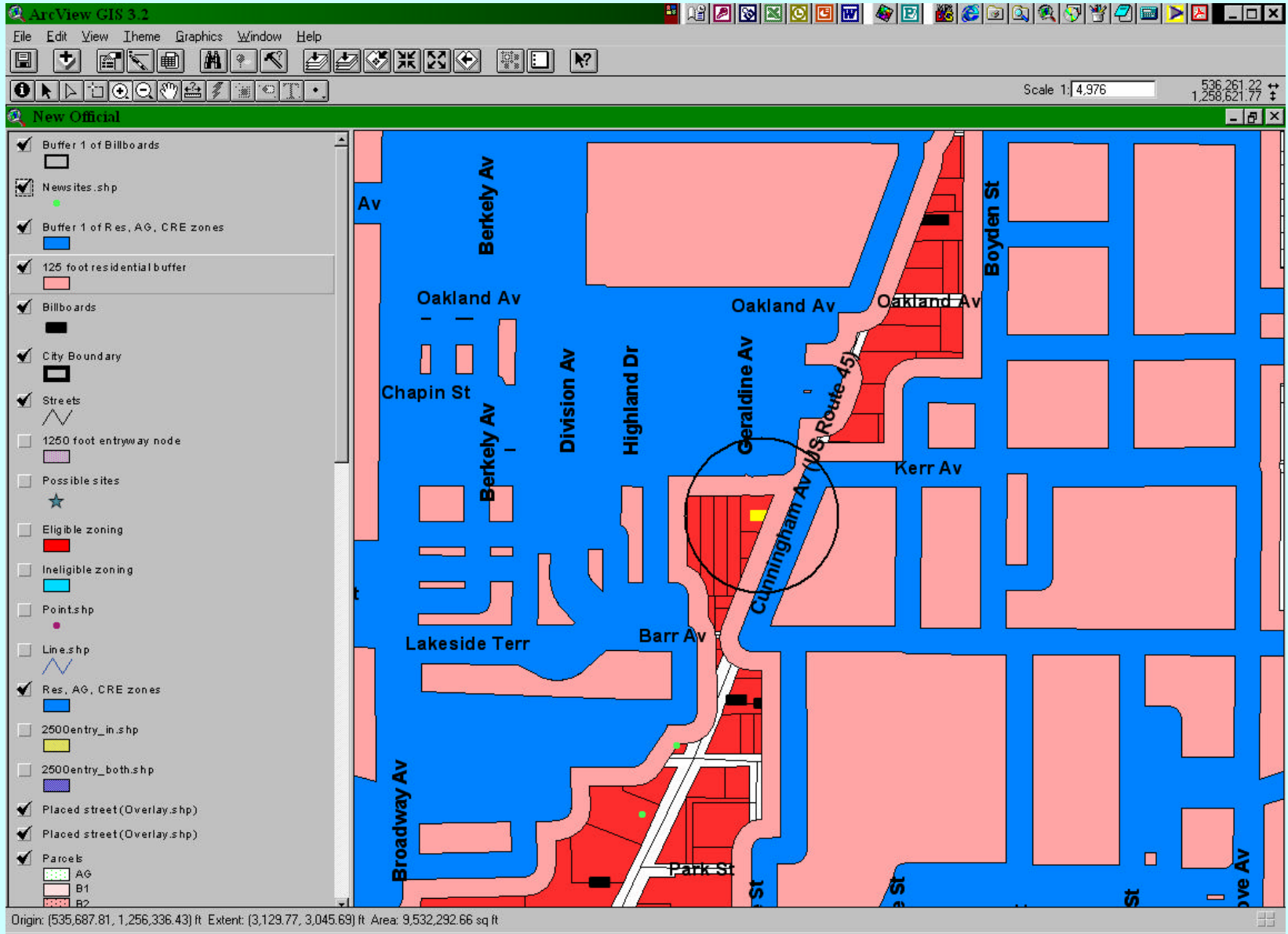
Blue= Ineligible zoning districts with 50' buffer



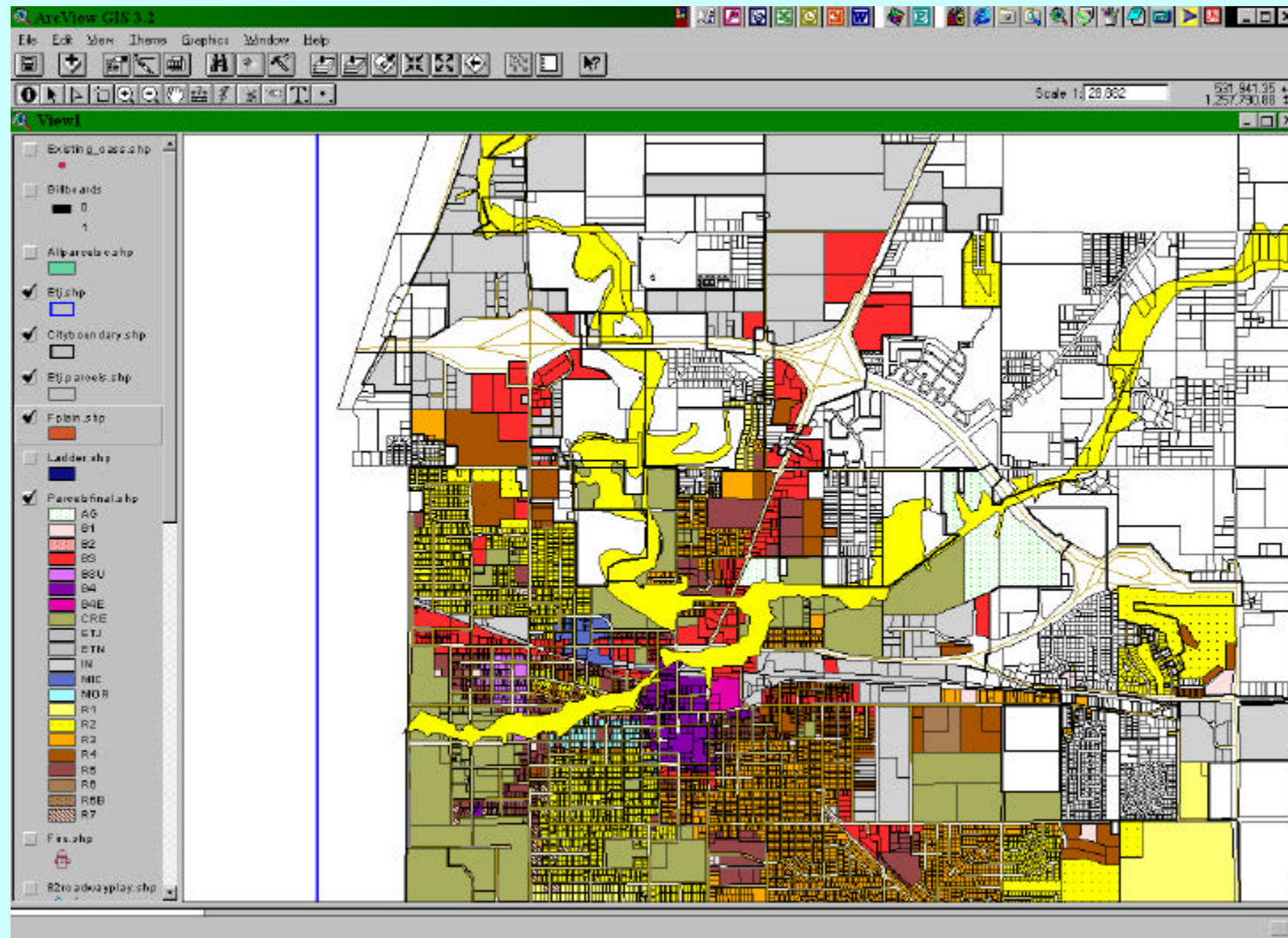
Looking at eligible properties for future billboards (300 foot spacing requirement)

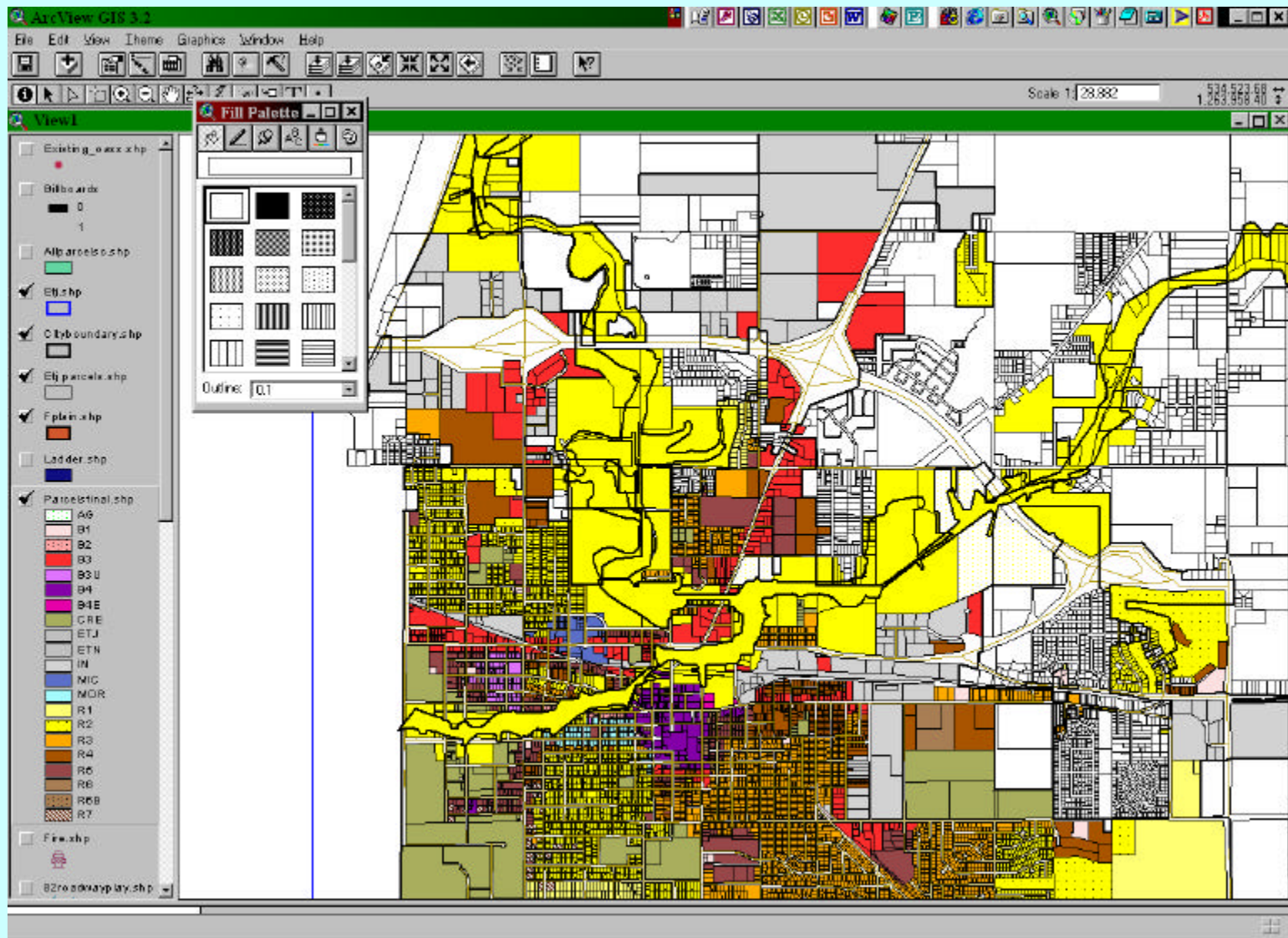






Question: Show property owners within 500 year floodplain





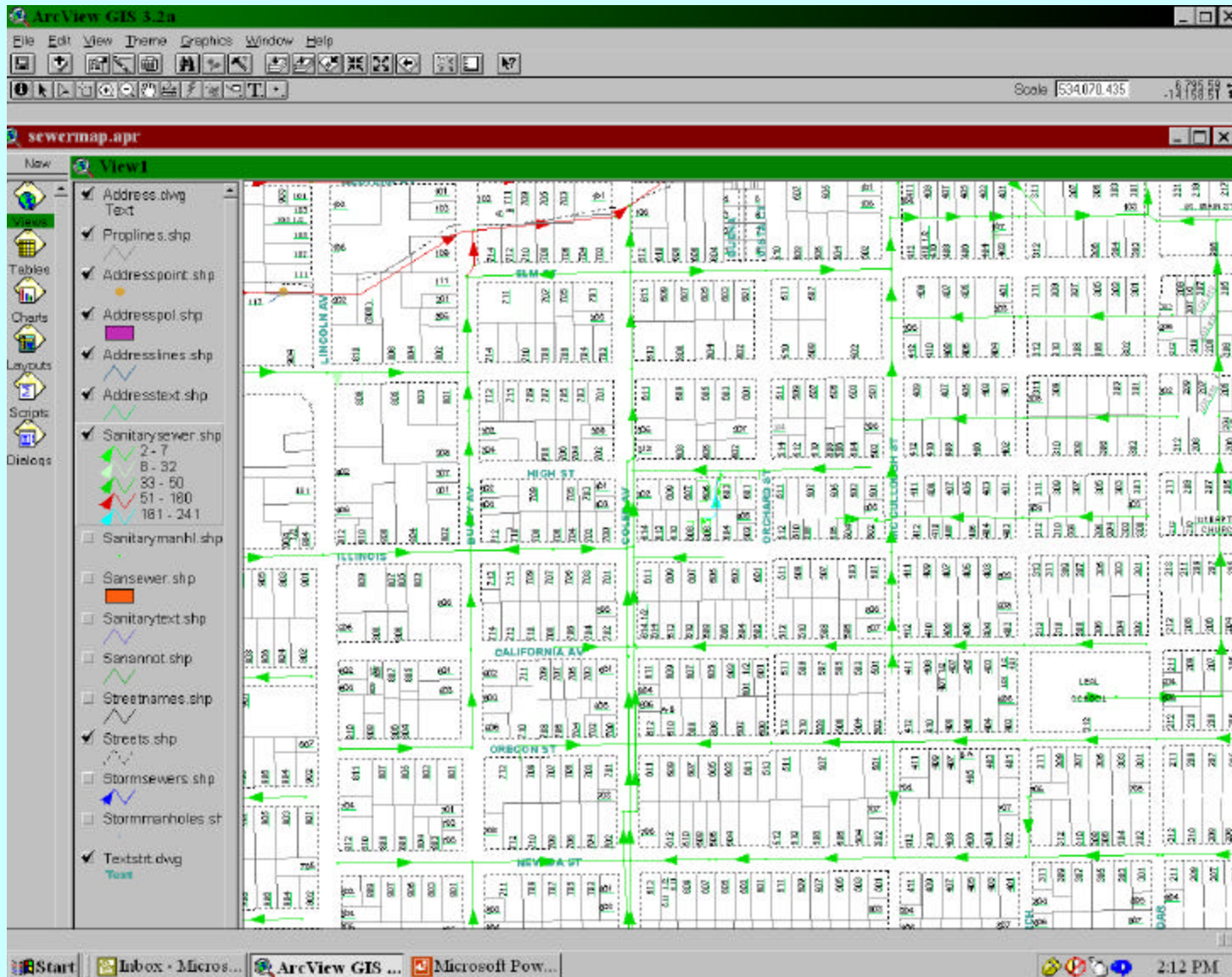


372 of 11085 selected

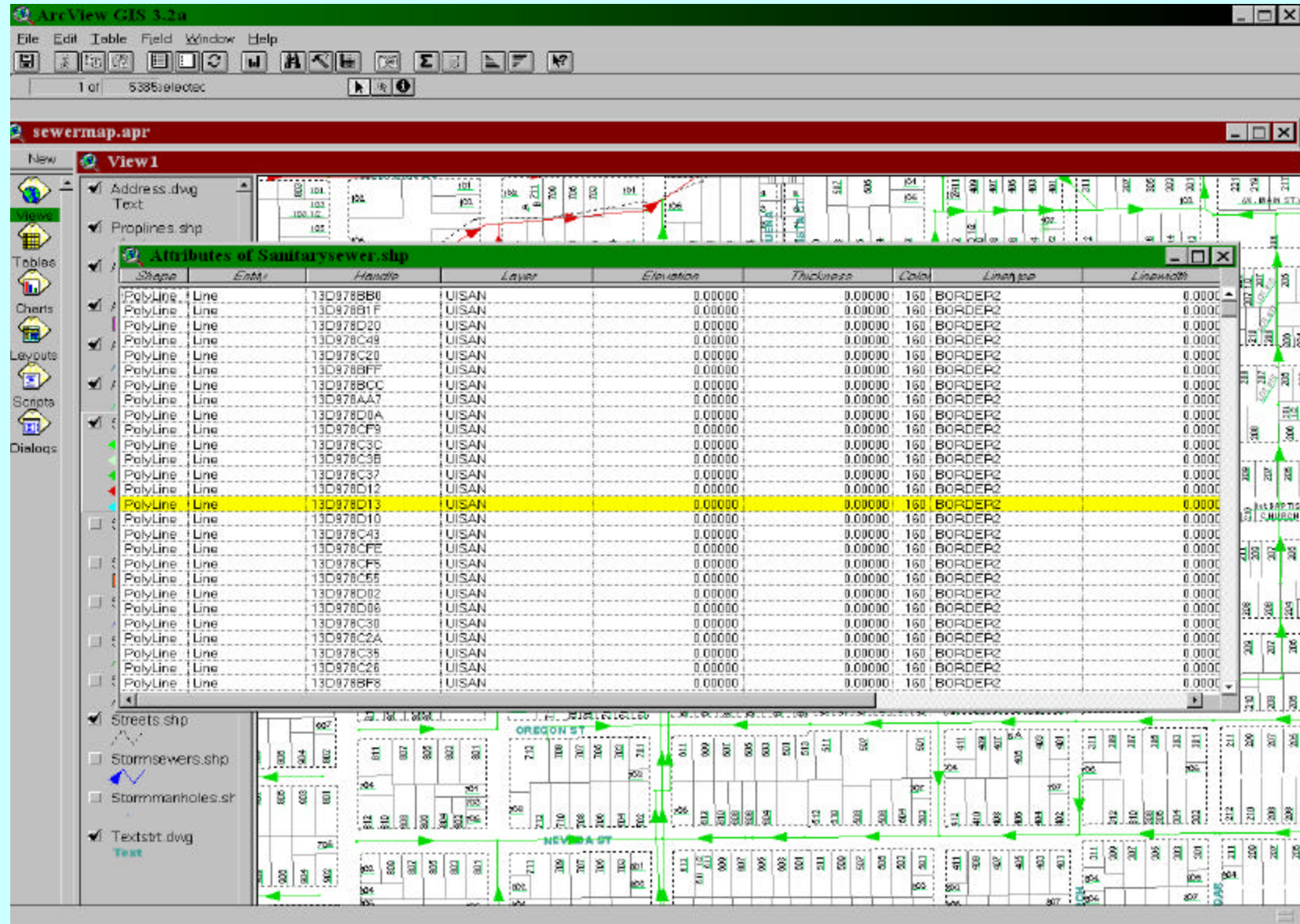
Attribution of Parcels.shp

Shape	Pin	District	Area	Calcacs	Last	First	Owner
Polygon	91-21-09-152-001	AG	214403.253	4.92	EAST	LAWN BURIAL PK ASSOC	EAST<LAWN BURIAL PK ASSOC
Polygon	91-21-09-152-001	AG	0.028	4.92	EAST	LAWN BURIAL PK ASSOC	EAST<LAWN BURIAL PK ASSOC
Polygon	91-21-08-428-006	CRE	929117.998	22.13	DEPT	OF MILITARY AFFAIRS	DEPT<OF MILITARY AFFAIRS
Polygon	91-21-08-428-006	B3	97582.469	22.13	DEPT	OF MILITARY AFFAIRS	DEPT<OF MILITARY AFFAIRS
Polygon	25-15-28-452-003	ETJ	88087.898	2.02	HUGHSON	RODGER D. & JOYCE	HUGHSON<RODGER D. & JOYCE
Polygon	25-15-28-452-002	ETJ	45009.813	1.03	CORZINE	CLYDE B JR	CORZINE<CLYDE B JR
Polygon	25-15-28-452-001	ETJ	40964.379	0.94	CORZINE	CLYDE B JR	CORZINE<CLYDE B JR
Polygon	25-15-28-452-004	ETJ	29154.411	0.67			
Polygon	25-15-28-452-012	ETJ	33137.902	0.76			
Polygon	25-15-28-452-007	ETJ	51672.100	1.19			
Polygon	25-15-28-452-008	ETJ	51689.177	1.19			
Polygon	25-15-28-452-009	ETJ	51663.347	1.19			
Polygon	25-15-33-100-001	ETJ	17681.240	0.41	SPLITTSTOESSER	D J	SPLITTSTOESSER<D J
Polygon	25-15-33-100-015	ETJ	10423.977	0.24	ISGRIG	DWAYNE /EMILY DAVI	ISGRIG<DWAYNE /EMILY DAVI
Polygon	25-15-33-100-016	ETJ	11069.591	0.25	GOOD	ROBERT G	GOOD<ROBERT G
Polygon	25-15-33-100-007	ETJ	46222.547	1.06	STONE	DAVID M	STONE<DAVID M
Polygon	25-15-33-100-013	ETJ	1237312.743	28.40	FRASCA	RUDOLF	FRASCA<RUDOLF
Polygon	25-15-33-100-014	ETJ	39767.741	0.91	FREDERICK	GAYLORD	FREDERICK<GAYLORD
Polygon	25-15-33-100-018	ETJ	3450488.843	79.21	LAKEY	HERSCHEL W & TREVA	LAKEY<HERSCHEL W & TREVA
Polygon	25-15-33-251-005	ETJ	1658441.392	38.07	LAKEY	ROBERT W & MARY E	LAKEY<ROBERT W & MARY E
Polygon	25-15-33-226-008	ETJ	309798.469	7.11	LAKEY	HERSCHEL W & TREVA	LAKEY<HERSCHEL W & TREVA
Polygon	25-15-33-226-002	ETJ	69187.471	1.59	MARSHALL	GERALD	MARSHALL<GERALD
Polygon	25-15-33-227-001	ETJ	125994.294	2.89	GRIFFITHS	ALBERT O	GRIFFITHS<ALBERT O
Polygon	25-15-33-100-003	ETJ	48133.334	1.10	SQUIRE	HELEN M	SQUIRE<HELEN M
Polygon	25-15-33-100-004	ETJ	43471.918	1.00	GRACE	BIBLE CHURCH	GRACE<BIBLE CHURCH
Polygon	25-15-33-227-002	ETJ	42139.639	0.97	MCGUIRE	DAVID M & SUZANNE	MCGUIRE<DAVID M & SUZANNE
Polygon	25-15-33-227-003	ETJ	41935.001	0.96	MCGUIRE	DAVID M & SUZANNE	MCGUIRE<DAVID M & SUZANNE
Polygon	25-15-33-100-005	ETJ	215823.525	4.95	GRACE	BIBLE CHURCH	GRACE<BIBLE CHURCH
Polygon	25-15-33-227-004	ETJ	82540.481	1.89	MAHONEY	MICHAEL J	MAHONEY<MICHAEL J
Polygon	25-15-33-227-005	ETJ	83063.590	1.91	MAHONEY	MICHAEL J	MAHONEY<MICHAEL J
Polygon	25-15-33-227-006	ETJ	41370.422	0.95	EHLER	HERBERT & HELEN	EHLER<HERBERT & HELEN
Polygon	25-15-33-227-007	ETJ	41285.435	0.95	EHLER	HERBERT & HELEN	EHLER<HERBERT & HELEN
Polygon	25-15-33-227-010	ETJ	52683.350	1.21	EHLER	HERBERT & HELEN	EHLER<HERBERT & HELEN
Polygon	25-15-33-227-008	ETJ	41262.134	0.95	EHLER	HERBERT & HELEN	EHLER<HERBERT & HELEN
Polygon	25-15-33-100-006	ETJ	47510.007	1.09	FRASCA	ASSOCIATES	FRASCA<ASSOCIATES
Polygon	25-15-33-227-009	ETJ	43394.004	1.00	EHLER	HERBERT & HELEN	EHLER<HERBERT & HELEN
Polygon	25-15-33-251-006	ETJ	1187976.804	27.27	SALMON	GENE	SALMON<GENE
Polygon	25-15-33-276-007	ETJ	60965.489	1.40	JAC	ENTERPRISES	JAC<ENTERPRISES
Polygon	25-15-33-276-001	ETJ	22133.172	0.51	T	DAVIS ELECT INC	T<DAVIS ELECT INC
Polygon	91-15-33-100-020	IN	269001.536	6.18	FRASCA	ASSOCIATES	FRASCA<ASSOCIATES
Polygon	25-15-33-100-019	ETJ	1434514.619	32.93	FRASCA	ASSOCIATES	FRASCA<ASSOCIATES
Polygon	25-15-33-276-002	ETJ	14598.516	0.34	LEE	HARLAN	LEE<HARLAN

Urbana Sewer Map with jurisdiction and flow direction



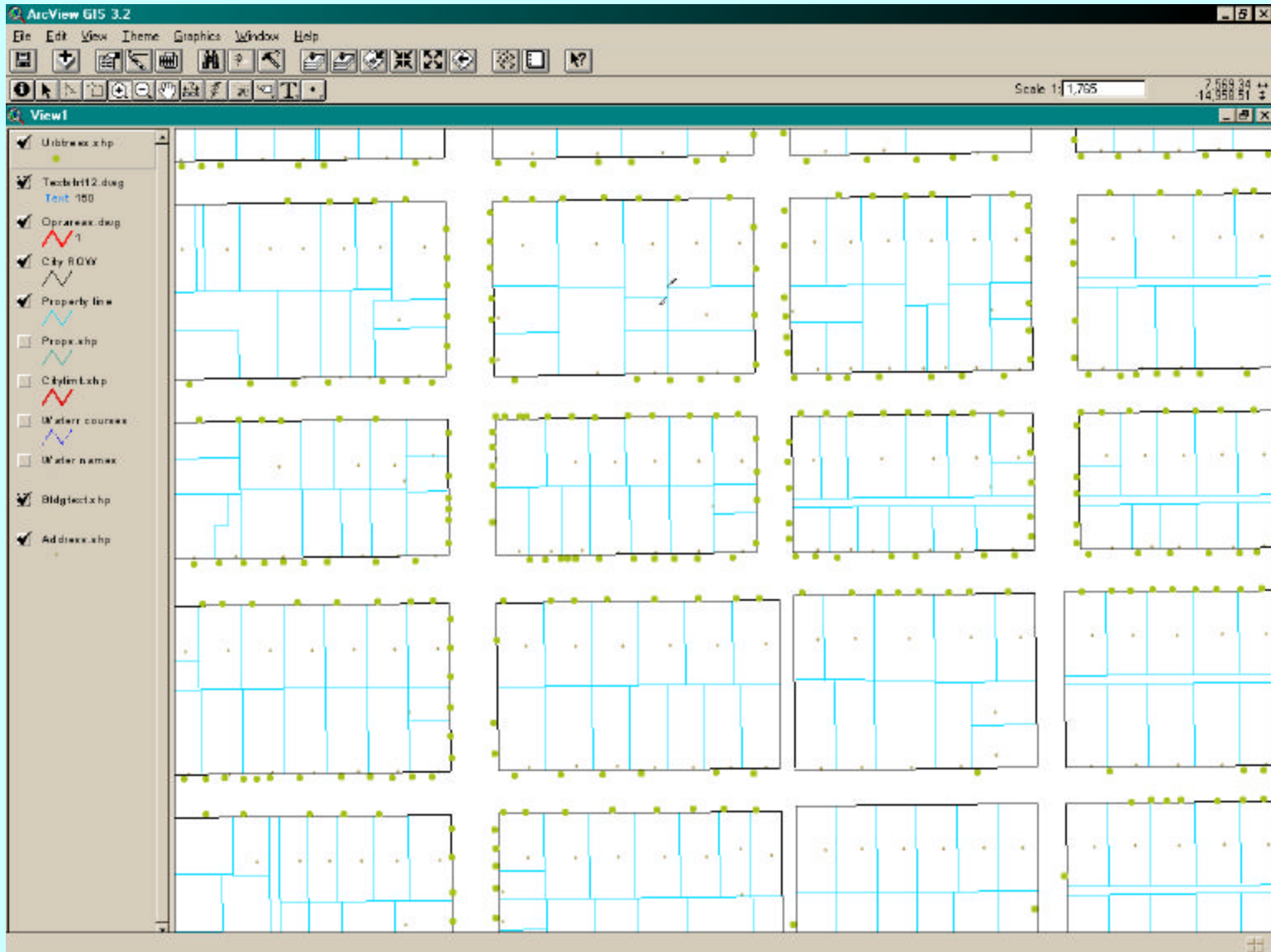
Urbana Sewer Database



Aerial Photo showing planimetric overlay



Urbana's Tree Inventory



Linked Tree data

The screenshot shows the ArcView GIS 3.2 interface. The main map displays a street grid with green dots representing trees. An 'Identify Results' window is open, showing the following data for a tree at site 7188:

Field	Value
Shape	Point
Site_id	7188
Theme	STREET TREE
Area	6
Addr_no	506
Street	ILLINOIS ST W
Lot_side	F
Tree_cell	1
Genus	PLATANUS
Species	OCCIDENTALIS
Comm_name	AMERICAN SYCAMORE
WIRE	
TRUNK	0
SWALK	N
ROOT	0
MAINT	PRIORITY 2
LOCAT	G
LAWNw	11
DBH	25
CROWN	B
COND	F
BRANCH	0
Observed13	
Obs_cat14	
Observed14	
Obs_cat13	
Observed15	
Obs_cat16	
Observed16	
Obs_cat17	
Inactive	False
Site_str	
Observed17	
Obs_cat18	
Observed18	
Obs_cat19	
Observed19	
Obs_cat20	
Observed20	

How do we get there?

- **A countywide GIS model is currently being evaluated by a technical committee made up of representatives from the County, major municipalities and the University.**
- **The potential benefits of such a consortium are being evaluated including the setting of area wide standards and the sharing of costs and expertise.**

What will it cost?

The cost components include:

Hardware

Software

Training and education

Direct staff time for implementation

- As the consortium model becomes more clear the costs will also.**

For further information:

- www.gisday.com November 14, 2001
- www.esri.com Developer of geographic information systems
- http://www.gis.ci.mil.wi.us/isa/Map_Milwaukee/ example of a city with GIS web access
- <http://www.ci.des-moines.ia.us/departments/it/GIS.htm> example of a city in the process of implementing GIS throughout the City



ENVIRONMENTAL MANAGEMENT DIVISION

MEMORANDUM

TO: Bruce Walden, Chief Administrative Officer
FROM: Bill Gray, Public Works Director
Rod Fletcher, Environmental Manager
DATE: November 7, 2001
RE: Commercial Recycling, Report #2

Action Requested

No action is requested.

Discussion

Staff presented a report to the Committee of the Whole meeting on October 8 concerning the extent of current commercial recycling activities. Committee members wished to continue discussion and requested additional information. Below is a list of requested information and status of the requests.

<u>Item</u>	<u>Status</u>
1. Waste characteristics of residential and commercial waste sector	Attached
2. Commercial waste characterization detail (chart and spreadsheet)	Attached
3. Summary of other commercial recycling programs	Attached
4. Listing of commodities for potential collection	Attached
5. Review of city purchasing of recycled content products	Developing
6. Commercial recycling questionnaire	Developing
7. Commercial business listing	Developing

Staff will be available to discuss the attached information noted above and the meeting.

City of Urbana
2001 Waste Generation/Characterization
Residential and Commercial Sectors

July 2001

Waste components	% of total	TOTAL TONS	Residential percent	Residential Total Tons	Res 1-6plex Tons	Res 7+units Tons	Res U of I Tons	Commercial Percent	Commercial Total Tons
Durable Goods									
major appliances	1.60%	421	10%	42	21	12	9	90%	379
small appliances	0.40%	105	95%	100	50	28	22	5%	5
furniture	3.70%	973	80%	778	389	218	171	20%	195
carpet	1.20%	315	80%	252	126	71	56	20%	63
tires	1.90%	499	5%	25	12	7	5	95%	475
batteries, lead acid	0.80%	210	5%	11	5	3	2	95%	200
misc. durables	6.20%	1630	80%	1304	652	365	287	20%	326
subtotal		4154		2512	1256	703	553		1642
Containers, packaging									
Glass									
beer, soft drink bottles	2.10%	552	80%	442	221	124	97	20%	110
wine, liquor bottles	0.70%	184	80%	147	74	41	32	20%	37
food, other bottles and jars	1.80%	473	85%	402	201	113	88	15%	71
subtotal		1209		991	496	278	218		218
Steel (tin)									
beer, soft drink cans	0.00%	0	80%	0	0	0	0	20%	0
food, other cans	1.30%	342	85%	290	145	81	64	15%	51
other packaging	0.10%	26	5%	1	1	0	0	95%	25
subtotal		368		292	146	82	64		76
Aluminum									
beer, soft drink cans	0.80%	210	80%	168	84	47	37	20%	42
other cans	0.00%	0	50%	0	0	0	0	50%	0
foil, closures	0.20%	53	90%	47	24	13	10	10%	5
subtotal		263		216	108	60	47		47
Paper, paperboard pack.									
corrugated boxes	14.40%	3786	10%	379	189	106	83	90%	3407
newspaper	6.10%	1604	85%	1363	682	382	300	15%	241
books	0.50%	131	80%	105	53	29	23	20%	26
magazines	1.10%	289	65%	188	94	53	41	35%	101
office papers	3.30%	868	25%	217	108	61	48	75%	651
directories	0.20%	53	60%	32	16	9	7	40%	21
3rd class mail	2.30%	605	65%	393	197	110	86	35%	212
other commercial printing	3.20%	841	65%	547	273	153	120	35%	294
tissue paper, towels	1.50%	394	60%	237	118	66	52	40%	158
paper plates, cups	0.40%	105	20%	21	11	6	5	80%	84
milk cartons	0.20%	53	50%	26	13	7	6	50%	26
folding cartons	2.50%	657	60%	394	197	110	87	40%	263
other paperboard packaging	0.10%	26	50%	13	7	4	3	50%	13
bags, sacks	0.80%	210	90%	189	95	53	42	10%	21
other paper packaging	0.60%	158	70%	110	55	31	24	30%	47
subtotal		9780		4214	2107	1180	927		5565
Plastics									
soft drink	0.30%	79	80%	63	32	18	14	20%	16
milk bottles	0.30%	79	95%	75	37	21	16	5%	4
plastic plates cups	0.50%	131	20%	26	13	7	6	80%	105
trash bags	0.40%	105	95%	100	50	28	22	5%	5
other containers	0.70%	184	80%	147	74	41	32	20%	37
bags, sacks	0.70%	184	90%	166	83	46	36	10%	18
wraps	1.00%	263	80%	210	105	59	46	20%	53
other packaging	1.30%	342	80%	273	137	77	60	20%	68
subtotal		1367		1061	530	297	233		306
Other wastes									
diapers, disposable	1.50%	394	90%	355	177	99	78	10%	39
other nonpackaging paper	1.90%	499	50%	250	125	70	55	50%	250
clothing, footwear	2.80%	736	60%	442	221	124	97	40%	294
towels, sheets, etc.	0.40%	105	90%	95	47	26	21	10%	11
misc. nondurables	1.80%	473	50%	237	118	66	52	50%	237
foodwaste	10.10%	2655	50%	1328	664	372	292	50%	1328
yard trimmings	10.30%	2708	90%	2437	1218	682	536	10%	271
misc. inorganic wastes	1.90%	499	50%	250	125	70	55	50%	250
wood	4.00%	1052	0%	0	0	0	0	100%	1052
other misc. packaging	0.10%	26	70%	18	9	5	4	30%	8
subtotal		9149		5410	2705	1515	1190		3738
TOTAL	100.00%	26289	56%	14696	7348	4115	3233	44%	11593

Data based on population of 39,574 (city est. 2000 census). Pounds per capita per day (PCD) = 3.64.

Waste percentage allocations derived from USEPA 1998 data. Residential sector allocated by pop. 1-6plex = 50%, 7 or more = 28%, U of I = 22%.

Commercial Waste Sector
Listing of Specific Commodities for Potential Collection

November 2001

Specific commodity	Tons per year
corrugated boxes	3407
office papers	651
other commercial printing	294
paper folding cartons	263
other nonpackaging paper	250
newspaper	241
3rd class mail	212
tissue paper, towels	158
beer, soft drink bottles	110
plastic plates cups	105
magazines	101
paper plates, cups	84
food, other bottles and jars	71
other steel packaging	68
plastic wraps	53
food, other cans (alum)	51
other paper packaging	47
beer, soft drink cans (alum)	42
wine, liquor bottles	37
other plastic containers	37
paper milk cartons	26
books	26
other plastic packaging	25
directories	21
paper bags, sacks	21
plastic bags, sacks	18
plastic soft drink bottles	16
other paperboard packaging	13
other misc. packaging	8
foil, closures	5
plastic milk bottles	4

This listing reflects typical commodities collected in traditional recycling programs. It does not include materials such as: appliances, wood or food wastes, etc. However, due to the variability of wastes generated by different business, other materials could be considered.



ENVIRONMENTAL MANAGEMENT DIVISION

MEMORANDUM

TO: Rod Fletcher, Environmental Manager
FROM: Tom Vlahovich, Environmental Aide
DATE: November 9, 2001
RE: Commercial Recycling in Other Communities

As requested, I have researched commercial/business recycling activities of five communities/counties in Illinois. Also I have included information of programs in Florida, Massachusetts, and Texas. Information has been taken from public websites, phone conversations, and the Illinois Recycling Association. These communities are: City of Chicago, Kane County, Peoria County, Village of Hoffman Estates, Village of Schaumburg, Miami-Dade County Florida, Cambridge Massachusetts, and The City of Austin Texas. Overall observations are presented first, followed by a brief summary of each community/county. Attached are copies of information and ordinances.

Observations

- All are mandatory programs, with collection made under individual private contracts (with minor options).
- All but one requires some form of reporting to municipality (annual/quarterly).
- Two ordinances require licensed haulers offer recycling services to all customers.
- Three allow for self-hauling, but also require reports of amounts collected.
- Inspections typically can be made to ensure compliance.
- Half the programs require a minimum of 2 of the largest recyclable materials found in the waste stream to be collected.
- One program requires all recyclable materials, for which markets exist, to be collected.
- One program requires all recyclable materials that represent 5% or more of waste stream to be collected.

City of Chicago

Program Type: mandatory

Service Provider: via individual private sector contracts

The City of Chicago adopted the *Workplace and Residential Recycling Ordinance* in 1994. ***This ordinance requires building owners and property managers to implement an effective recycling program.*** The Department of Environment regularly inspects properties for compliance. The ordinance consists of three elements: Source Separation/Source Reduction, Education Program, and a Written Recycling Plan.

Three recyclable materials must be source-separated or, source-separate two recyclable materials and use two source reduction techniques. The Written Recycling Plan must be kept on site and made available to City staff. The plan must contain at a minimum five elements: description of materials and measures in place; identification of collection methods; summary of education program; semi-annual hauler quality reports with any notices of contamination problems; and contract or bill from hauler.

Kane County

Program Type: mandatory

Service Provider: via individual private sector contracts, municipal provided contractor, self-haul

Mandatory Recycling for Businesses and Apartments was adopted in June of 1995, but did not take effect until January of 1997. ***The ordinance requires all commercial establishments in Kane County to recycle the two largest recyclable materials in their garbage.*** Haulers may not collect waste from any business that is not recycling. Establishments that violate any provision of the ordinance are subject to a fine of \$25 to \$100 per day of violation.

Peoria County

Program Type: mandatory

Service Provider: via individual private sector contracts

Peoria County designed the *Commercial Recycling Ordinance (CRO)* in 1993, ***which states businesses recycle two of their most quantified recyclables from their waste stream.*** Peoria County defines businesses and commercial establishments as: "Any building or any part of a building wherein commerce or business is conducted, both profit and non-profit, including but not limited to stores, markets, offices, restaurants, shopping centers, theaters, schools, churches, government offices, and manufacturing facilities".

Reporting is required as part of the CRO. Two types of exemptions were written into the CRO, full exemption and one item exemption. Businesses must meet several criteria for exemption status.

Village of Hoffman Estates

Program Type: mandatory (businesses/licensed haulers)

Service Provider: via individual private sector contracts

Hoffman Estates has a two-pronged approach to recycling in the commercial sector. *The first phase is the requirement of licensed refuse haulers to offer recycling services to all their commercial customers. The second phase is the requirement for commercial businesses, which dispose of two cubic yards or more a week, to establish and institute a recycling program. The program must separate from the general refuse, at least the two largest recyclable materials. Reporting is required on the part of the licensed hauler and individual commercial establishments.* The ordinance allows for exemption from the two materials requirement. All businesses with licenses for vending machines of aluminum container products that are consumed on the premises must include aluminum cans as a recyclable material in the program.

Village of Schaumburg

Program Type: mandatory (businesses/licensed haulers)

Service Provider: via individual private sector contracts

The village requires, by ordinance all holders of a business license for commercial and industrial establishments to institute a program to collect required commercial recyclable materials. The definition of commercial recyclable materials is located in the attachment. Upon renewal of the business license, a form outlining collection methods must be completed. *All village licensed refuse haulers must offer recycling services to multifamily, commercial, and industrial customers.* All refuse haulers are *required to submit an annual report* to the village, multifamily, commercial and industrial customers containing data about total weight or volume of both refuse and recyclables (broken down by recyclable material type) collected at individual sites.

Miami-Dade County, Florida

Program Type: mandatory

Service Provider: via individual private sector contracts

As of July 1992, the county requires by ordinance, property owners to provide a recycling program for its employees/tenants, using the services of a licensed waste/recycling hauler. The program must recycle three materials of ten designated by the Solid Waste Management Department. The ordinance allows for modifications of the program, but must be reviewed and approved by the SWMD. The department has the ability to inspect commercial establishments for compliance. Those that do not comply may be subject to fines ranging from \$300 to \$950, depending on the size (square feet) of the commercial establishment.

City of Cambridge, Massachusetts

Program Type: mandatory

Service Provider: via individual private sector contracts, city provided contractor, self-haul

The city requires all businesses, including nonprofit establishments to recycle materials designated that represent 5% or more by weight of their total waste stream. A waste audit must be performed in order to determine those items that must be separated from their refuse. A recycling plan must then be developed and filed with the city. Penalties may be levied for non-compliance.

City of Austin, Texas

Program Type: mandatory

Service Provider: via individual private sector contracts, self-haul

The city requires all businesses with 100 or more employees to establish and maintain an on-site recycling program with collection of a minimum of two materials designated by the city. The business may enter into a service agreement with a service provider, with a minimum of twice a month collection. As of April 1999, all business owners affected by the ordinance must file a Recycling Plan with the city. The business is also required to continually educate its employees on recycling related issues. *The ordinance requires reporting on the part of the business or the service provider on the behalf of the business.* Service providers are required to file quarterly reports of volumes of materials collected. Data must include scale tickets, receipts, or invoices showing amount and type of each recyclable material. As an option, businesses may self-haul recyclable materials to processors, and are required to report those items in the same method. The city has written compliance and enforcement standards into the ordinance.

Links to “Commercial Sector Recycling”

1. City of Chicago, Illinois:
www.cityofchicago.org/Environment/SolidWaste/PrivateSector.html
2. Kane County, Illinois: www.co.kane.il.us/Environment/recycle1.htm#mandatory
3. Peoria County, Illinois: www.co.peoria.il.us/recycling/CRObrochure.htm
4. Village of Hoffman Estates, Illinois: www.hoffmanestates.com use the municipal codes link: http://fws.municode.com/CGI-BIN/om_isapi.dll?infobase=13575.nfo&softpage=newtestMainFrame2
5. Village of Schaumburg, Illinois: www.ordlink.com/codes/schaumbu/
6. Miami-Dade County, Florida: www.metro-dade.com/dswm/business.htm
7. City of Cambridge, Massachusetts:
http://bpc.iserver.net/codes/cbridge/ DATA/Title_8/24/070.html
And: www.ci.cambridge.ma.us/~TheWorks/recycle.html
8. City of Austin, Texas: www.ci.austin.tx.us/sws/cmfr_rules.htm



LEGAL DIVISION
(217) 384-2464
FAX: (217) 384-2460

JACK WAALER
City Attorney

STEPHEN HOLZ
Assistant City Attorney

Memorandum

DATE: November 9, 2001
TO: The Urbana City Council
FROM: Mayor Satterthwaite
RE: Special Event and Noise Permits

Recent events have prompted Council discussion about how to deal with noise and street closing issues related to events held out of doors. Members of the Administration, from Legal, Public Works, and Police Departments, have gotten together to review the issues involved, and believe that it may be possible to come up with a workable solution that includes the following concepts:

1. A "special event" would be defined as any event held in a fixed location that requires closure of public right-of-way or public property. Any activity or event that does not meet that definition would otherwise be subject to Urbana's existing noise ordinance. If a special event permit is issued, noise from that event is allowed as an exception to the noise ordinance as provided below.

2. A permit would be required for any special event. The permit would cover issues such as traffic routing, barricades, fencing, security, hours of operation, amplified music, etc..

3. Of those items, the most controversial and difficult to work with is noise in the form of amplified sound. Some of the concerns and our suggested solutions are as follows:

The primary concern related to amplified sound is its effect on residential neighborhoods. This concern arises both in the context of the volume of the noise and the hours at which it can be heard. Our current noise ordinance prohibits any amplified sound being audible beyond the property line of the premises where the noise is being generated. We vigorously enforce that, and violators are routinely fined.

In the context of the special event proposal, we can deal with both the location and the volume as follows. Special event permits would be available only for certain nonresidentially zoned areas, such as B3, B4, and more intense zoning designations. The permit would prohibit noise of such volume that it could be heard beyond a certain perimeter established by the City, such as by designating a certain number of blocks or by prohibiting it from being heard in any residentially zoned area.

Permits or violations based on decibel levels are very difficult to administer and enforce, and have been tried in the past by the City, without success. However, if Council wishes to go in this direction, it is suggested that, whatever the permit fee is, the fee should be boosted by a sufficient amount to cover the cost of properly trained and qualified individuals to perform monitoring with decibel meters or similar equipment.

In addition, reasonable noise-related restrictions would include restrictions as to time so that no amplified noise could be produced before a certain hour and after a certain hour. With appropriate restrictions on whether the noise can reach residential areas at all, the time-frame restriction becomes far less important. However, it seems quite clear that amplified noise tends to carry further in the morning, evening, and night. This may be because those are more placid times of the day when other ambient noise is at much lower levels, or because people are simply more sensitive to noise disturbances at those hours. Noise restrictions for week nights (i.e., Sunday night through Thursday night) should be earlier than for weekend (Friday and Saturday nights). For true community events, sensible cut-offs would seem to be 9:00 p.m. on week nights and 10:00 p.m. on weekend nights.

4. Permits would appropriately call for fees that would cover logistical matters such as any enhanced security or law enforcement presence that would be required, and operational matters such as barricades and fencing. In addition, where an admission fee is charged for use of right of way or city property, and profit to private businesses or entities is being generated, the fee might be designed to keep a share of that for the citizenry. Alternatively, the permit could be set up so that noise permits are available only if there is no charge to the public for attendance at the event on public property or public right of way.

5. Enforcement. Noise violations at the level made by individual homeowners such as overly rambunctious parties, can be difficult to enforce. That problem is greatly compounded in the context of a permit that allows the making of noise with much more powerful equipment than is usually used at even the more raucous homes. For that reason, enforcement becomes even more difficult as the scope of the violations would become much greater as well. In addition, where the special event is motivated by a profit, an operator of this special event could well decide that a nominal fine is nothing more than a cost of doing business, and decide to deliberately violate the ordinance and absorb the cost of the fine, because the worst fine would be far more than offset by the increased profits that result from louder concert-type events. Accordingly, effective enforcement would likely have to include both:

- (a) Fines that are substantial enough to deter the bulk of the violations; with the permit holder being required to put up some sort of security or performance bond to ensure payment of any fine; and
- (b) Ability of the law enforcement authorities to require that the amplified noise be turned off when violations occur.

To: Mayor Tod Satterthwaite
From: Chief Eddie Adair
Date: November 8, 2001
Re: Hate Crimes

This memo is in response to Alderperson Chynoweth's request for police information regarding hate crimes reported in the City of Urbana. The information is as follows:

Question: Has there been an increase in hate crimes in Urbana since September 11, 2001?

Answer: Yes. In August 2001, there were two reports of hate crimes. Since September 11, 2001 there have been seven reported incidents of hate crimes.

Question: Are hate crimes distinguished from other crimes in their reporting?

Answer: Yes. They are categorized just as all other crimes are categorized.

Question: How do police respond to hate crimes so that people are better informed about them?

Answer: We investigate hate crimes in the same manner that we investigate all other reported criminal acts. We inform the public through the news media and public education programs.

Question: What should the public do if they are either the victim or the witness of a hate crime?

Answer: They should report it to the police immediately as they would any other criminal act.



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
ADMINISTRATION AND PLANNING DIVISION
MEMORANDUM**

TO: Bruce K. Walden, Chief Administrative Officer
FROM: Bob Grewe, Manager, Grants Management Division
DATE: November 7, 2001
RE: Urbana HOME CHDO Agreement with Homestead Corporation

Brief Description of the Issue(s)

Included on the agenda for the November 13 meeting of the Committee of the Whole is a HOME CHDO agreement with Homestead Corporation to pledge \$120,963 in FY2001-2002 HOME funds to acquire and rehabilitate two, single-family residences within the City of Urbana and one within the City of Champaign for rent to very low- and low income households. The City of Urbana is acting on behalf of the City of Champaign and Champaign County in its capacity as administrator of the Champaign/Urbana/Champaign County HOME Consortium.

Identification of the Issue(s) and Any Approvals Required

The issue is whether the city, acting on behalf of the Urbana HOME Consortium, should proceed with a CHDO agreement with Homestead Corporation for the acquisition and rehabilitation of two properties within the City of Urbana and one property within the City of Champaign for rent to low-income families.

Background/Facts

In May 2001, the Urbana City Council approved the FY2001-2002 Annual Action Plan, which identifies activities to be funded under the Community Development Block Grant and HOME Investment Partnership programs for the year beginning July 1, 2001. HOME funds were allocated to Homestead Corporation for the acquisition and rehabilitation of three single-family residences; two within the city limits of Urbana and one within the city limits of Champaign. All of the homes would be rented to low-income families receiving Section 8 rental assistance. Homestead currently owns four single-family residences that they rent to larger families, two each in Urbana and Champaign.

\$16,770 of the funds allocated to Homestead Corporation is part of the mandatory 15-percent set-aside for community housing development organizations (CHDOs) under the HOME program. As a certified CHDO, Homestead is eligible for these funds. The decision to grant Homestead CHDO funds was made jointly by the City of Urbana, the City of Champaign, and Champaign County in accordance with an intergovernmental agreement governing the HOME Program. Homestead will be required to provide \$4,193 in matching funds. The remaining \$100,000 is reprogrammed funds from the "Urbana" share of consortium monies.

Rents charged for the units will be based on maximum rents published annually by the U.S. Department of Housing and Urban Development and on utility allowances adopted annually by the Housing Authority of Champaign County. The allowance is based upon the types of utilities

located in the unit and whose responsibility it is to pay those costs. Since Homestead has not yet chosen any properties to acquire, no rent or utility allowances have been determined.

Fiscal Impact

There would be no fiscal impact to the city budget. These funds have previously been budgeted in FY2001-2002. The City would have no liability in connection with the acquisition, rehabilitation, or renting of the homes.

Recommendation

At their October 23 meeting, the Urbana Community Development Commission recommended the approval of the agreement. Community Development staff also recommend the approval of the attached agreement.

Prepared By: _____
Michael J. Loschen
Grants Coordinator II

- Attachments: (1) Urbana HOME Consortium Community Housing Development Organization Agreement - Homestead Corporation - Rental Project (FY2001-2002)
(2) An Ordinance Approving an Urbana HOME Consortium Community Housing Development Organization Agreement (Homestead Corporation - Rental Project (FY2001-2002)

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
HOMESTEAD CORPORATION
Rental Project (FY 2001-2002)

This Recipient Agreement (the "Agreement") is made this _____ day of _____, 2001, by and between Homestead Corporation, a not-for-profit corporation incorporated under the laws of the State of Illinois (hereinafter "Homestead"), and the City of Urbana, Illinois, a unit of local government having its principal offices at 400 South Vine Street, Urbana, Illinois (hereinafter the "City").

WITNESSETH

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 2001, and ending June 30, 2002, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan") which budgets \$1,036,000 in Urbana HOME Consortium funds for the period beginning July 1, 2001, and ending June 30, 2002, including \$155,400 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") along with \$100,000 in previously allocated HOME Consortium funds from Fiscal Year 1999-2000 in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City of Urbana on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan promotes expansion of rental housing opportunities and recommends that the City expand rental housing opportunities for low-income households; and

WHEREAS, Homestead has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY2001-2002; and

WHEREAS, Homestead has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, Homestead has applied to the City for FY2001-2002 Urbana HOME Consortium funds to acquire and renovate two residences in Urbana, Illinois, and one residence in Champaign, Illinois for rent to very low- and low-income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to HOMESTEAD for the Project.

NOW, THEREFORE, the parties hereby agree as follows.

1. **PREAMBLE.** The foregoing recitals set forth above are hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the "Agreement").
2. **GENERAL CONDITIONS.** This Agreement shall be subject to the terms and conditions of the Act and the Regulations, as amended and supplemented from time to time.
3. **PURPOSE.** The purpose of this Agreement is to pledge FY2001-2002 Urbana HOME Consortium funds, for the acquisition and renovation of two, single-family residences within the city limits of Urbana, Illinois and one, single-family residence within the city limits of Champaign, Illinois in accordance with this Agreement.
4. **PLEDGE OF HOME AND MATCH FUNDS.** The City pledges to Homestead \$120,963 in Urbana HOME Consortium funds for the Project as follows:
 - \$20,963 in FY2001-2002 Urbana HOME Consortium CHDO funds (\$16,770 HOME, \$4,193 match to be provided by Homestead in accordance with HUD CPD Notice 97-03)
 - \$100,000 from the Urbana share of FY2001-2002 Urbana HOME Consortium funds (\$80,000 HOME, \$20,000 city match)
5. **USE OF HOME AND MATCH FUNDS.** Homestead agrees to utilize \$116,770 in HOME funds pledged by the city and \$4,193 in match funds provided by Homestead to acquire and rehabilitate two (2) single-family homes located within the city limits of Urbana, Illinois and one (1) single-family home located within the city limits of Champaign, Illinois for rent to very low- and low-income households.

Homestead shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall

make payment to Homestead within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Homestead Corporation." All monies granted to Homestead pursuant to this Agreement shall be expended by Homestead by December 31, 2002.

6. **CERTIFICATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES.** Homestead covenants, represents, and warrants to the City as follows:

- (a) Homestead will hold fee simple title to the properties.
- (b) The properties are and during the term of this Agreement shall remain a rental property.
- (c) HOME and match funds shall be used to pay only Eligible Costs (as that term is defined in 24 CFR Part 92.206 of the Regulations) relating to the acquisition and rehabilitation of units in the Project.
- (d) Homestead shall comply with the occupancy and rental restrictions set forth in Section 9 of this Agreement.
- (e) Homestead possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
- (f) The governing body of Homestead has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of Homestead to act in connection with this Agreement and to provide such additional information as may be required.
- (g) Homestead, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the Project shall be given to low-income residents of Champaign County and that contracts in connection with the Project be awarded to business concerns located in or owned in substantial part by persons residing in Champaign County. Homestead agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. Homestead certifies and agrees that it is under no contractual or

other disability that would prevent Homestead from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.

- Including reference to Section 3 in each subcontract in excess of \$100,000.
 - Sending each labor organization or representative of workers with which Homestead has a collective bargaining agreement or other understanding a notice of the Homestead commitment under Section 3.
 - Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 - Directing efforts to employ and train Section 3 residents in the order of priority.
 - Documenting actions taken to comply with Section 3 requirements.
 - Submitting required Section 3 reports.
- (h) Homestead shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. Homestead agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. Homestead shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- (i) Homestead shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Homestead receives federal financial assistance.
- (j) Homestead shall comply with Executive Order 11246, and all regulations

issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- (k) Homestead shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (l) No Federal appropriated funds have been paid or will be paid, by or on behalf of Homestead, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Homestead will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (m) Homestead shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
- (n) Homestead authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. Homestead will ensure that all documents related to this Project shall be kept for a period of five years after the completion of the rental affordability period.
- (o) Homestead shall at all times observe and comply with all laws, ordinances,

or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. Homestead shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.

- (p) Homestead shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of Homestead, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Homestead shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
- (q) Homestead shall have full control of the ways and means of performing the services referred to herein. Homestead acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
- (r) Homestead agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.

7. PROGRAM REQUIREMENTS.

- (a) Governmental Approvals. Homestead shall obtain all Federal, State, and local governmental approvals required by law for the Project.
- (b) Project Standards. Homestead shall cause the Project to comply with all local codes, ordinances, zoning ordinances, and HUD Section 8 Housing Quality Standards.
- (c) Inspection. The City of Urbana and the City of Champaign each shall have the right to inspect the properties within their jurisdiction during the course of the Project and during the Affordability Period (as defined in Sections 9(a) and 9(d)) to insure the Project's compliance with the property standards described above in Section 7(b).
- (d) Insurance Proceeds. If Homestead receives insurance proceeds for any damage or destruction to the Property prior to the expiration of the

Affordability Period, Homestead shall apply such proceeds to the repair of such damage or destruction, if practicable.

- (e) Cooperation. Homestead understands and agrees that Homestead shall cooperate at all times with the City of Urbana and Homestead's contractors and will do all acts necessary to facilitate the Project.

- 8. **CONSTRUCTION CONTRACTS.** Homestead shall be responsible for (i) construction means, methods, techniques, or sequences of construction, (ii) procedures for safety precautions in connection with the Project, (iii) selection of the contractor, (iv) the contractor's work, and (v) the contractor's failure to carry out the Project.

- 9. **OCCUPANCY AND RENTAL RESTRICTIONS.** Homestead further covenants that:

- (a) Occupancy Restrictions. The three houses in the Project rehabilitated with HOME and Match funds shall provide affordable housing to very-low and low-income families for the period described in Section 9(d) (the "Affordability Period).
- (b) Rental Restrictions. During the Affordability Period the rents for the units in the Project shall comply with the Regulations, including, without limitation, 24 CFR Part 92.252. On an annual basis the City shall review and approve rents proposed by Homestead for utilities and services to be paid by the tenant. Homestead shall recalculate the maximum monthly rents annually and may change such maximum rents as changes in the applicable gross rent amount, the income adjustments, or the monthly allowance for utilities and services warrant, within the limits allowed by the Regulations. Any increases are subject to provisions of outstanding leases, and in any event, Homestead must provide tenants of the unit not less than thirty (30) days prior written notice before implementing any increase in rent.
- (c) Certification of Income. On forms provided by the City, Homestead shall obtain from each family applying for the unit in the Project, prior to admission into the Project, a certification of income (the "Certification"), and at such intervals thereafter as required by the City, but not less than annually during the Affordability Period, a recertification of such income (the "Recertification") from each such Family. Homestead shall submit such Certifications and Recertifications and such other certifications as the City may require to the City in the manner prescribed by the City.
- (d) Occupancy and Rent Limitation. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section

92.252(a)(5) of the Regulations, the occupancy and rent limitation provisions of this Section 7 shall remain in effect for a period of ten (10) years from the date of "project completion" (as such term is defined in the Regulations), such period to be incorporated in the Mortgage on the Property, or in other documents, to be recorded as the City may approve, in its sole discretion, as restrictive covenants running with, binding, and burdening the Project. At the City's request Homestead shall execute a written memorandum, prepared by the City, which memorandum shall memorialize said date of project completion and the foregoing Affordability Period, provided that any waiver by the City of its right to prepare or record any such memorandum and any failure by Homestead to execute and deliver the same shall not affect the validity or enforceability of the occupancy and rent restriction provisions of this Section 9. Homestead acknowledges and agrees that the Affordability Period shall apply notwithstanding any contrary affordability period set forth in the Regulations, unless the affordability period set forth in the Regulations is longer. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.

10. RECORDS. At the request of the City, Homestead shall furnish such records and information as required by the City in connection with the maintenance, occupancy, and physical condition of the Property.

11. INDEMNIFICATION.

- (a) Homestead shall indemnify the City and the City's officers, agents, employees, or servants against, and hold them harmless from, liabilities, claims, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements, or judgements, whether by direct suit or from third parties, arising out of Homestead's performance under this Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the City or the City's officers, agents, employees, or servants.
- (b) If a claim or suit is brought against the City or the City's officers, agents, employees, or servants, for which Homestead is responsible pursuant to Subsection (a) of this Section 11, Homestead shall defend, at Homestead's cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses, or settlements against the City or the City's officers, agents, employees, or servants.

12. **VIOLATION OF AGREEMENT.** Upon violation of any of the provisions of this Agreement by Homestead, the City shall give written notice thereof to Homestead, as provided in Section 14 hereof. If such violation is not corrected to the satisfaction of the City within thirty (30) days after the date such notice is given, or within such further time as the City in its sole discretion permits, the City may declare a default under this Agreement, effective on the date of such declaration of default and notice thereof to Homestead, and upon such default the City may exercise such rights or remedies as may be available to the City, at law or in equity.

The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of any other remedy by the City. No waiver of any breach of this Agreement by the City shall be deemed to be a waiver of any other breach or a subsequent breach. If the City fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

13. **AMENDMENT.** This Agreement shall not be altered or amended except in a written amendment signed by the parties.

14. **NOTICES.** Any notice, demand, request, or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request, or other communication sent pursuant to either subsection (a) or (b) hereof shall be served and effective upon such personal service or upon confirmation of transmission by such electronic means. Any notice, demand, request, or other communication sent pursuant to subsection (c) shall be served and effective upon deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that Homestead may not assign this Agreement, its right to the Loan proceeds, or any of its obligations hereunder without the prior written approval of the City.

16. **SURVIVAL OF OBLIGATIONS.** Homestead's obligations, as set forth in this Agreement, or the application thereof to any circumstance, shall survive the disbursement of the funds, and Homestead shall continue to cooperate with the City and furnish any documents, exhibits, or showings required.
17. **CONSTRUCTION OF AGREEMENT.**
- (a) **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - (b) **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
 - (c) **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of any provision of the Agreement.
 - (d) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.
19. **WAIVER OF JURY TRIAL.** The parties waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the program or this agreement.
20. **FUNDING.** The parties acknowledge that the grants are to be funded with monies provided by HUD and that significant time delays might result from the provision of such monies by HUD. In no event shall the City be liable to Homestead for any damages whatsoever that might result in whole or in part from any delays in funding any proceeds of the Loan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

FOR HOMESTEAD CORPORATION:

BY: _____

DATE: _____

ATTEST: _____

FOR CITY OF URBANA, ILLINOIS:

BY: _____

DATE: _____

ATTEST: _____

ORDINANCE NO. 2001-11-142

AN ORDINANCE APPROVING AN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT

(HOMESTEAD CORPORATION - RENTAL PROJECT - FY2001-2002)

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for the purpose of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium; and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 2001, and ending June 30, 2002; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan") which budgets \$1,036,000 in Urbana HOME Consortium funds for the period beginning July 1, 2001, and ending June 30, 2002, including \$155,400 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") along with \$100,000 in previously allocated HOME Consortium funds from Fiscal Year 1999-2000 in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Saterthwaite on behalf of the City of Urbana on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, Homestead Corporation (hereinafter "Homestead") has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, Homestead has applied to the City for FY2001-2002 Urbana HOME Consortium funds to acquire and rehabilitate two single-family homes within the city limits of Urbana, Illinois, and one single-family home within the city limits of Champaign, Illinois, for rent to low-income households (hereinafter the "Project"); and

WHEREAS, Homestead has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY2001-2002; and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to Homestead for the Project.

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

Section 1. That the City of Urbana, acting as lead entity for the Urbana HOME Consortium approves an *Urbana HOME Consortium Community Housing Development Organization Agreement, Homestead Corporation, Rental Project FY2001-2002*, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

Section 2. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the _____ day of, 2001.

PASSED by the City Council this _____ day of _____, 2001.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2001.

Tod Satterthwaite, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
ADMINISTRATION AND PLANNING DIVISION
MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Bob Grewe, Manager, Grants Management Division

DATE: November 7, 2001

RE: Housing Authority of Champaign County Agency Plan and Proposed Lakeside Terrace
Redevelopment Planning Process

Brief Description of the Issue(s)

The Champaign County Housing Authority is updating its Agency Plan.

Housing Authority staff desire comments on the proposed draft Agency Plan

Identification of the Issue(s) and Any Approvals Required

Housing Authority staff will request Council's concurrence with the Plan in January 2002.

Background/Facts

See details in attached Report from Housing Authority of Champaign County

Fiscal Impact

Yet to be determined.

Recommendation

No recommendation at this time.

Attachments:

Report to City Council
Elawrence Davis, Executive Director
Housing Authority of Champaign County

REPORT TO CITY COUNCIL

FROM: Lawrence Davis, Executive Director
(Housing Authority of Champaign County)

DATE: November 7, 2001

SUBJECT: HOUSING AUTHORITY OF CHAMPAIGN COUNTY AGENCY PLAN
& PROPOSED LAKESIDE TERRACE REDEVELOPMENT PLANNING
PROCESS

A. Introduction: There are two purposes of this memo: (1) to present an overview of the public housing Agency Plan for the Housing Authority of Champaign County (HACC), and (2) to present a proposal from the HACC requesting City participation in a planning process for the future redevelopment of Lakeside Terrace. I will be present at the November 13, 2001 City Council session to answer questions and solicit Council input on plan strategies.

B. Summary:

Two issues are covered in this report: the 2002 update to the HACC Agency Plan and a request from the Housing Authority for City participation in a redevelopment planning process for Lakeside Terrace. Since 1998, HUD has required that all public housing authorities prepare a 5-year plan including long-range goals for affordable housing and defining the planned use of federal grant funds. The HACC is currently in the process of completing the annual update to their 5-year plan. The process includes a comprehensive assessment of the condition of all HACC properties and public input on program funding priorities. At the November 13, Council session, I will be present to listen to City Council input about the future needs of public and subsidized housing in Urbana. In addition, the HACC is requesting City participation in a redevelopment planning process for Lakeside Terrace. The HACC believes that Lakeside Terrace can meet HUD's definition for a severely distressed property, which will allow for demolition and major reconstruction of the property. If this is the path we ultimately elect to take. If Council authorizes City participation in the redevelopment of Lakeside Terrace, it will result in a significant, long-term commitment of City staff resources from all departments. The HACC wishes to work with the City to see if the City will contribute financially to the process since we do not have sufficient resources to undertake a project of this scale without local funding.

M E M O R A N D U M

TO: Chief Administrative Officer
Mayor Satterthwaite
Members, Urbana City Council

FROM: City Comptroller

RE: Quarterly Investment Report for Quarter Ended Sep. 30, 2001

DATE: November 8, 2001

The City's investment policy requires that a quarterly investment report be submitted to the City Council. Attached please find the city's investment report as of Sep. 30, 2001.

Two last 2 columns report any changes in investments and cash accounts during the quarter. The total amount invested in C.D.'s and U.S. Government securities went down approximately \$100,000 due to a CD maturing and being deposited into the city's savings account. The total amount in the savings accounts went up \$1,803,182. This is because cash receipts exceeded expenses during this period. I am leaving these amounts in our various savings accounts because I expect that a large number of bills will be paid during the next quarter and interest rates on C.D.'s and U.S. government securities is lower right now than what we are earning on our savings accounts.

The City's investment portfolio at September 30, 2001 complies and is in accordance with the City's investment policies that were approved on November 15, 1999.

CITY OF URBANA, QUARTERLY INVESTMENT REPORT
AS OF SEPTEMBER 30, 2001

<u>Financial Institution</u>	<u>Type of Investment</u>	<u>Maturity Date</u>	<u>Date Purchased</u>	<u>Yield</u>	<u>09/30/01 \$ Market</u>	<u>% Portfolio</u>	<u>06/30/01 \$ Market</u>	<u>% Increase (Decrease)</u>	<u>Reason for Change</u>
Central IL Bank	CD	12/06/02	12/06/99	6.45%	\$ 93,714		\$ 92,249	1.59%	Accrued Interest
Union Planters Bank	CD	12/02/02	12/02/99	5.83%	92,801		92,801	0.00%	
Bank Illinois	CD	12/02/02	12/02/99	6.160%	101,687		100,132	1.55%	Accrued Interest
BankChampaign	CD	10/11/01	10/11/98	5.400%	94,000		94,000	0.00%	
Smith Barney	CD	07/25/01	07/28/99	5.899%	-		100,000	-100.00%	Maturity
Smith Barney	CD	10/04/01	10/04/00	6.500%	94,000		94,000	0.00%	
Smith Barney	CD	10/04/01	10/04/00	6.500%	94,000		94,000	0.00%	
Dean Witter	CD	09/09/08	09/29/98	6.30%	-		90,432	-100.00%	Called early
Dean Witter	CD	10/07/05	10/07/98	5.60%	90,000		90,000	0.00%	
Dean Witter	CD	11/08/01	11/08/00	6.75%	100,000		100,000	0.00%	
Dean Witter	CD	07/02/01	06/30/00	7.05%	-		90,000	-100.00%	Maturity
Dean Witter	CD	07/05/01	07/05/00	7.00%	-		90,000	-100.00%	Maturity
Dean Witter	CD	07/05/01	07/05/00	7.00%	-		90,000	-100.00%	Maturity
Dean Witter	CD	07/05/01	07/05/00	7.00%	-		90,000	-100.00%	Maturity
Dean Witter	CD	01/07/02	07/05/00	7.10%	90,000		90,000	0.00%	
Dean Witter	CD	09/01/04	03/23/01	6.65%	93,230		93,230	0.00%	
Edward Jones	CD	11/13/01	11/10/99	6.25%	84,000		84,000	0.00%	
Edward Jones	CD	11/13/01	11/10/99	6.25%	83,000		83,000	0.00%	
Edward Jones	CD	11/13/01	11/10/99	6.25%	83,000		83,000	0.00%	
Edward Jones	CD	05/15/02	11/15/00	6.550%	95,000		95,000	0.00%	
Edward Jones	CD	11/17/03	11/15/00	6.650%	77,000		77,000	0.00%	
Edward Jones	CD	05/23/05	05/23/01	5.400%	78,000		78,000	0.00%	
Subtotal, CD's					\$ 1,443,432	4.86%	\$ 1,990,845	-27.50%	

AG Edwards	US Govt, Tnote	11/15/01	05/11/92	7.500%	\$	507,030	\$	507,030	0.00%		
Merrill Lynch	US Govt, Agency, FICO	04/06/04	11/03/93	6.380%		68,066		68,066	0.00%		
Merrill Lynch	US Govt, Agency, FICO	05/11/04	11/03/93	6.380%		71,135		71,135	0.00%		
Merrill Lynch	US Govt, Agency, FICO	06/06/04	11/03/93	6.380%		59,616		59,616	0.00%		
Merrill Lynch	US Govt, Agency, FICO	02/08/05	11/03/93	6.390%		108,533		108,533	0.00%		
Merrill Lynch	US Govt, Agency, FICO	03/26/07	11/03/93	6.600%		183,421		183,421	0.00%		
Merrill Lynch	US Govt, Agency, FICO	09/26/07	11/03/93	6.640%		174,445		174,445	0.00%		
Merrill Lynch	US Govt, Agency, FICO	12/27/07	11/03/93	6.750%		117,442		117,442	0.00%		
Merrill Lynch	US Govt, Agency, FICO	03/07/08	11/03/93	6.770%		88,917		88,917	0.00%		
Merrill Lynch	US Govt, Agency, FICO	06/27/09	11/03/93	7.000%		109,058		109,058	0.00%		
Merrill Lynch	US Govt, Agency, FICO	11/02/09	11/03/93	7.010%		120,065		120,065	0.00%		
Merrill Lynch	US Govt, Agency, FICO	11/11/09	11/03/93	7.010%		64,180		64,180	0.00%		
AG Edwards	US Govt, Agency, FHLM	02/15/23	11/30/93	6.200%		661,625		661,625	0.00%		
Smith Barney	US Govt, Agency, GNMA	10/20/23	11/26/93	6.500%		261,105		275,565	-5.25% Principal Payr		
Smith Barney	US Govt, Agency, GNMA	11/20/23	11/26/93	6.500%		17,860		18,836	-5.18% Principal Payr		
Dean Witter	US Govt, Agency FHLM	09/15/02	07/10/01			359,775		-	100.00% Purchase		
Smith Barney	US Govt, Agency, FHLM	01/20/14	01/20/99	6.00%		487,360		487,360	0.00%		
Smith Barney	US Govt, Agency, FHLM	03/15/11	03/15/01	6.44%		197,126		197,126	0.00%		
Smith Barney	US Govt, Agency, FHLM	07/26/06	07/16/01	5.70%		100,000		-	100.00% Purchase		
Subtotal, U.S. Govt.						\$	3,756,759	12.65%	\$	3,312,421	13.41%

Merrill Lynch	MM	n/a	n/a	varies	\$ 1	\$ 1	0.00%	
Dean Witter	MM	n/a	n/a	varies	90,544	6	Investment M n/aand Accrued I	
Merrill Lynch	MM, U.S.Govt.	n/a	n/a	5.88%	1,156,853	1,145,837	0.96% Interest	
Edward Jones	MM	n/a	n/a		2,545	15,869	-83.96% Check issued	
Illinois Funds-Money Market	Govt. Pool, IL Funds	n/a	n/a	4.11%	9,805,847	7,451,592	31.59% Sales & Incom	
Illinois Funds-Prime Funds	Govt. Pool, IL Funds	n/a	n/a	4.16%	3,909,448	3,872,874	0.94% Interest	
Bank One	Savings	n/a	n/a	3.69%	3,244,075	3,216,666	0.85% Interest	
Busey Bank	Savings	n/a	n/a	3.61%	6,298,054	7,001,341	-10.05% Normal bill pa	
Subtotal, MM, IPTIP, & Savings					\$ 24,507,367	82.50%	\$ 22,704,185	7.94%
TOTALS					\$ 29,707,558	100.00%	\$ 28,007,451	6.07%

**UCAP ADVISORY COMMITTEE AGENDA
November 15, 2001
Urbana City Building –Police Conference Room
400 South Vine
5:30 p.m.**

1. OLD BUSINESS
2. NEW BUSINESS
3. MAYOR SATTERTHWAITE – UPDATE
4. COUNCILMAN JAMES HAYES, JR - UPDATE
5. CHIEF ADAIR – UPDATE