



**CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS**

*ADMINISTRATION*

**M E M O R A N D U M**

**TO:** Bruce K. Walden, Chief Administrative Officer

**FROM:** William R. Gray, P. E., Public Works Director

**DATE:** August 19, 2004

**RE:** *Illinois Clean Energy Community Foundation Grant  
Light -Emitting Diode (LED) Traffic Signal Upgrade Project*

**INTRODUCTION**

The City of Urbana recently applied for an Illinois Clean Energy Community Foundation Grant to replace traffic signal lamps throughout the approximately forty (40) signalized intersections in Urbana with new LEDs. The amount of the grant requested and received is \$58,170 (see attached). The total material cost for the project is estimated to be \$106,000. This includes replacement of 12-inch red and green balls, red and green arrows, and pedestrian “walk,” “don’t walk” lamps at these 40 intersections. The total project cost, including all material, labor and equipment costs is \$123,000. The LEDs are conservatively estimated to last ten years. The annual energy cost-savings is over twenty-thousand dollars. The annual labor and equipment savings will be over four-thousand dollars. The return on investment for this project will be less than three years.

All work, including the acquisition of materials and installation of the new LEDs, will be performed by the Electrical Section crews, within the Public Works Operations Division.

**FISCAL IMPACTS**

The City will need to provide the initial \$106,000 to purchase the materials for this project. The labor and equipment costs are “soft costs.” After the installation of the LEDs is complete and accepted, the City would then receive the \$58,170 grant. The money for this project will come from the Capital Improvement and Replacement Fund and will be reimbursed over the subsequent three years by utility electrical energy savings.

## **RECOMMENDATION**

It is recommended that a budget amendment ordinance (attached), AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE (Traffic Signal Lamp Replacement), in the amount of \$106,000.00, be approved.

WRG:klf

Attachments:      Budget Amendment Ordinance  
                         Letter Announcing Clean Energy Community Foundation Grant Recipient  
                         Grant Agreement

**ORDINANCE NO. 2004-08-113**

**AN ORDINANCE  
REVISING THE ANNUAL BUDGET ORDINANCE  
(Traffic Signal Lamp Replacement)**

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2004, and ending June 30, 2005, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

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

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND:	Capital Improvement	
ADD EXPENSE:	Traffic Signal Lamp Replacement	\$106,000
ADD REVENUE:	State Grant	\$ 58,000
REDUCE:	Fund Balance	\$ 48,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor



**Illinois Clean Energy**  
community foundation

July 20, 2004

Mr. Michael Perkins  
Electrical Supervisor  
City of Urbana  
706 S. Glover Avenue  
Urbana, IL 61802

Dear Mr. Perkins:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of \$58,170 to the City of Urbana for LED Lighting Upgrade Project.

Thank you for your leadership in demonstrating the value of investing in energy efficiency for your community: enhancing lighting quality, saving money, and improving the environment.

The enclosed grant agreement defines the terms and conditions of the grant. Two copies are provided. Please review, sign, and return one complete copy to the Foundation by September 30, 2004.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

Peter P. Peters  
Chairman, Board of Trustees

Howard Learner  
Chairman, Grant Committee

Enclosure



July 20, 2004

Mr. Michael Perkins  
Electrical Supervisor  
City of Urbana  
706 S. Glover Avenue  
Urbana, IL 61802

Re: LED Traffic Signal Lighting Upgrade  
Project

Dear Mr. Perkins:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$58,170 to the City of Urbana ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement. Contact the Foundation if you have any questions.

#### Duration and Payment of Grant

This grant is to be used during the period August 1, 2004 through December 31, 2005 (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the total number of LED modules installed through the Project. That payment will be no more than \$58,170 the maximum amount for which the Project as proposed, is eligible. If the actual number of LED modules installed is less than described in the grant application submitted to the Foundation by the Grantee, the amount of the grant will be reduced accordingly. The grant amount will not be increased in the event that the Project results in installation of a greater number of LED modules than described in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- such action is necessary to comply with any applicable law or regulation;
- the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

#### Purpose and Use of Grant

This grant is for the Energy Efficiency LED Traffic Signal Upgrade Project (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated June 14, 2004. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

#### Reporting Requirements

**Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment"). Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.**

#### Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

#### The Grantee's Primary Contact at the Foundation

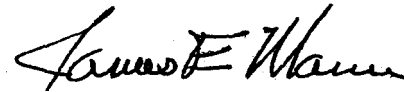
Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at 312-372-5191 or by e-mail at bromo@illinoiscleanenergy.org.



Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



James E. Mann  
Executive Director

Attachment: Exhibit A – Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

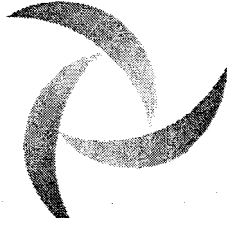
Grantee \_\_\_\_\_

Name of Authorized Signer for the Grantee \_\_\_\_\_

Title of Signer

Authorized Signature \_\_\_\_\_  
*(This must be an original signature of an authorized representative of the Grantee.)*

Date Signed \_\_\_\_\_



**Illinois Clean Energy**  
*community foundation*

2 North LaSalle Street • Suite 950 • Chicago IL 60602  
312.372.5191 • fax 312372.5190 • www.illinoiscleanenergy.org

**Exhibit A**

**Grantee Documents Required for Payment**

**DOCUMENTS REQUIRED IMMEDIATELY**

To accept the grant offered by the Foundation, the Grantee must return one complete, counter-signed copy of the Grant Agreement within two months from the date of this letter.

**DOCUMENTS REQUIRED UPON PROJECT COMPLETION**

Upon completion of the LED Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send the Foundation a signed letter that:

confirms the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory;

summarizes the number of signalized intersections and number of traffic signal heads upgraded through the Project; and

requests that the grant be paid.

As attachments to that letter, the Grantee must provide the following documentation:

a detailed list of the quantity(ies) and type(s) of all incandescent traffic bulbs removed and new LED modules installed as part of the Project;

a calculation of the final amount of electricity demand reduction (measured in watts or kilowatts) resulting from the Project, as installed; and

a copy of the final invoice(s) from or check(s) to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project.