



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Bruce Walden, Chief Executive Office

FROM: Elizabeth H. Tyler, AICP, City Planner/Director

DATE: December 8, 2006

SUBJECT: **United Citizens And Neighbors (UCAN) Neighborhood Organization Grant (NOG) Agreement For FY2006-2007**

Description

Included on the agenda for the December 11, 2006 meeting of the Urbana City Council is an Ordinance authorizing the Mayor to Execute an Agreement with United Citizens And Neighbors (UCAN) for a FY2006-2007 Neighborhood Organization Grant project. The agreement will utilize \$1,250 of Neighborhood Improvement Funds (NIF) for UCAN to build capacity, and enhance the identities of the Crystal Lake and King Park Neighborhoods. Funding for the project was allocated in the FY 2006-2007 Annual Action Plan and in the FY 2006-2007 City budget.

Issues

The issue is whether the Urbana City Council should approve the Agreement and Ordinance.

Background

On April 17, 2006, the Urbana City Council passed Resolution No. 2006-04-046 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2006-2007 (FY06/07 AAP). Included in the FY06/07AAP under Public Facilities and Improvements is NIF funding to UCAN for the Neighborhood Organization Grant in the amount of \$1,250.

The proposed agreement with UCAN is attached for reference. The scope of work associated with the UCAN Neighborhood Organization Grant (NOG) project is included in the Agreement as Attachment "C." Also attached to this memo is a copy of the Neighborhood Organization Grant Program Guidelines.

UCAN will use the NOG grant money for capacity building. Capacity building is defined as a process that enables a group to set and meet organizational goals, and ensures the organization's stability and building. This includes a clear mission and goal, a strategic plan, stable leadership (which may include board and staff) that is from the community, diverse sources of funding, solid financial management, and supportive coalitions with the public, private, and nonprofit sectors.

According to UCAN's application, they will use the funding to plan for and build their capacity in order to address the new and changing issues that have come to the Crystal Lake Park and King Park neighborhoods. The issues that neighborhood residents have requested that UCAN address include parking, crime, and a renewed interest among area residents to pursue a neighborhood community center. UCAN plans to utilize the NOG grant funds to pay for printing, postage, and staff/consulting expenses.

Options

1. The Urbana City Council can approve the Ordinance and Agreement as written.
2. The Urbana City Council can approve the Ordinance and Agreement, with amendments.
3. The Urbana City Council can decide not to approved the Ordinance and Agreement

Fiscal Impacts

There is no fiscal impact to the City because the funding for the Neighborhood Organization Grant Programs was approved in the FY2006-2007 Annual Action Plan and is allocated in the FY 2006/2007 City budget in the Neighborhood Improvement Fund.

Recommendations

At its November 28, 2006 meeting, the Urbana Community Development Commission reviewed the proposed agreement United Citizens and Neighborhood, and voted to forward the agreement to Council with a recommendation for approval.

Staff recommends that the Urbana City Council approve the Ordinance and Agreement as written.

Memorandum Prepared By:

Kelly Hartford
Grants Coordinator
Grants Management Division

Attachments:

City of Urbana Guidelines for Neighborhood Organization Grant Program (For program information)

Neighborhood Organization Grant (NOG) Agreement: United Citizens And Neighbors (UCAN)
Project No. 0607-NOG-01

Ordinance Approving an Agreement With The City of Urbana and United Citizens And
Neighbors (UCAN)

Community Development Commission Minutes for November 28, 2006

NOG Grant Year 2006-2007 Interim Report for UCAN



CITY OF URBANA NEIGHBORHOOD ORGANIZATION GRANT PROGRAM GUIDELINES

PURPOSE

- (1) To encourage formation of representative neighborhood-based organizations.
- (2) To assist neighborhood-based organizations in building their capacity to provide services to their constituent residents and to further the City's community development goal of creating viable urban neighborhoods.
- (3) To increase involvement by residents in issues pertaining to neighborhood development and city service provision.
- (4) To enhance the identity of individual neighborhoods within the city's Community Development Target Area.

FUNDING

Funded through the Community Development Block Grant Program; eligible under 24 CFR 570.205 (Eligible planning, environmental design and policy-planning-management-capacity-building activities)

ELIGIBLE ORGANIZATIONS

To be eligible for funding through this program, organizations must meet the following criteria:

- Geographically-based neighborhood organization
- Organization must be based in and serve residents of the City of Urbana; priority will be given to neighborhood organizations in areas defined as low to moderate income in (U. S. Department of Housing and Urban Development) Community Development Block Grant Entitlement Program Regulations 24CFR570
- Serving Urbana-Champaign, however fund may only be used to support activities in Urbana; organizations serving only Urbana neighborhoods will receive priority for funding over organizations serving neighborhoods outside Urbana corporate limits
- Registered or eligible for registration as a non-profit corporation with the State of Illinois
- Organizational bylaws provide that membership is open to all residents of the area represented by the organization and that members have a voice in determination of leadership and in organizational affairs
- May be either single-purpose or general-purpose organization
- Organization must submit with its grant application an organizational registration form including declaration of purpose, identification of service area, identification of officers, identification or membership (if other than all residents of the service area), contact person (with address and telephone number), financial agent (with address and telephone number)

INELIGIBLE ORGANIZATIONS

- Organizations that do not meet the criteria listed above, including organizations not providing for representation and participation by residents
- Governmental or quasi-governmental organizations

ELIGIBLE USES OF FUNDS

- Expenses related to filing for non-profit status including legal consultation
- Expenses related to filing for 501(c)(3) status including legal and accounting consultation
- Expenses related to organizational development such as postage, printing, and rental of meeting space (NOTE: expenses related to rental of meeting space shall be limited to 5% of grant funds)
- Expenses related to development of neighborhood plans including staff and consulting fees, however funds may not be used to retain legal services in connection with litigation against the City
- Expenses related to establishment of financial control systems
- Expenses related to investigating the activities and structure of service delivery organizations such as community development corporations

- INELIGIBLE USES OF FUNDS
- Engineering, architectural, and design costs related to a specific activity (e.g., detailed engineering specifications and working drawings)
- Expenses related to implementation of neighborhood improvement projects
- Expenses related to lobbying; for purposes of the Neighborhood Organization Grant program, lobbying shall be defined as including the following activities:
 - * Any activity related to the election or appointment of an individual to public office, including , but not limited to,
 - Contributions to campaign funds
 - Solicitation in an attempt to influence the outcome of an election for public office
 - Preparation and dissemination of campaign materials
 - * Sponsorship of candidate forums
 - * Sponsorship of voter registration drives
 - * Provision of transportation to polling places
 - * Contributing financially to elected or appointed public officials in an attempt to influence legislation
 - * Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials
- Expenses related to dissemination of false information
- Expenses related to litigation against the City
- Expenses related to producing written materials that do not prominently state the name of the organization disseminating the information
- Expenses related to repetitive communications with elected officials for the purpose of influencing a vote on a matter of public policy, except communication directly from the organization to elected officials if the information is completely educational in nature
- Papering windshields with flyers, meeting notices, or other information

GENERAL REQUIREMENTS

- Maximum \$2,500 grant per organization per program (fiscal) year; additional funding rounds will be made available if funds allow
- Organizations will be funded for no more than three (3) years; matching funds are optional and at the discretion of the organization; organizations may request a waiver of the three-year funding restriction if a capacity-building purpose is identified; such purposes may include, but are not limited to, organizational efforts required in expanding services or expanding an organization's service area; for the purposes of this requirement, priority for funding will be given to organizations that have not received three years of funding
- Organizations receiving grants will be required to follow Community Development Block Grant regulations
- Grant awards will be issued to the grantee organization rather than to an individual organization member (even if an officer)
- Organizations receiving grants will be encouraged to file as not-for-profit corporations with the State of Illinois during the term of the grant program if not so registered at the time of funding award
- Multiple organizations from the same service area may receive funds, however, funding of organizations in all portions of the Community Development Target Area will be a priority when making funding decisions

Revised by Urbana City Council, November 3, 1997

SUBRECIPIENT NAME: UNITED CITIZENS AND NEIGHBORS (UCAN)
PROJECT NO. 0607-NOG-01

CITY OF URBANA
NEIGHBORHOOD ORGANIZATION GRANT PROGRAM

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, hereinafter referred to as the "City"), and UNITED CITIZENS AND NEIGHBORS, (hereinafter referred to as the "Subgrantee").

WHEREAS, the Urbana City Council has adopted a FY2006-2007 Annual Action Plan and budget which authorizes establishment of a Neighborhood Organization Grant Program to encourage formation of representative neighborhood-based organizations and to assist such organizations in building capacity to provide services to its constituent residents; and,

WHEREAS, the City has the right and authority under said Annual Action Plan to allocate funding to the Subgrantee for purposes of facilitating organizational development and service delivery; and,

WHEREAS, the City, as a condition of its assistance to the Subgrantee requires the Subgrantee to file with the City certain attachments which are hereby incorporated and made part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The preamble set forth above is hereby incorporated and made part of this Subrecipient Agreement.
2. The City does hereby agree to make a grant to the Subgrantee in the sum of \$1,250 (One Thousand Two Hundred Fifty 00/100 Dollars) from the City NIF funds.
3. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local government which may in any manner affect the performance of this Subrecipient Agreement.
4. The Subgrantee agrees and authorizes the City to conduct on-site reviews, examine Subgrantee records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement.
5. The Subgrantee shall execute and abide by the terms of Attachment A, City of Urbana Human Rights Certification, and with all City of Urbana Affirmative Action requirements.
6. The Subgrantee shall complete Attachment B, Assurances, and submit said document to the City as a condition of final execution of this Subrecipient Agreement.
7. The Subgrantee shall complete Attachment C, Statement of Special Conditions, and submit said document to the City as a condition of final execution of this Subrecipient Agreement.
8. The Subgrantee represents to the City that the aforesaid project shall begin on September 1, 2006 and terminate on or before June 30, 2007, unless otherwise extended in a written modification to this Subrecipient Agreement executed by the City and Subgrantee.

9. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to this Subrecipient Agreement, either in whole or in part, or any interest therein, which shall be due or become due to the Subgrantee, shall be of no force and effect.
10. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project.
11. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against 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 or officers or independent contractors or subcontractors or agents of the Subgrantee, 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 Subgrantee 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.
12. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to the terms of the Subgrantee Agreement, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
13. The Subgrantee understands and agrees that in the procurement of supplies, equipment, construction and services, the following conflict of interest provisions shall apply.
 - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Subrecipient Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a City-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
 - B. This conflict of interest provision shall apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the Subgrantee or the City.
 - C. Upon written request, exceptions to the conflict of interest provisions may be granted by the City on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
14. Upon execution of this Subrecipient Agreement, including the submission of all required attachments, the City and the Subgrantee shall adhere to the following:
 - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B and C;

- B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
 - C. Financial records and payments shall comply with all applicable regulations;
 - D. The Subgrantee agrees to allow any and all audits of its records as may be required to permit inspection of program records by representatives of the Urbana Community Development Department.
15. Subgrantee understands and agrees that no funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a Member of a State Legislature, a Municipal Official, an officer or employee of Congress, an officer or employee of a State Legislature, an officer or employee of a Municipal Government, an employee of a Member of Congress, an employee of a Member of a State Legislature, or an employee of a Municipal Official in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
 16. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of this Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the Neighborhood Organization Grant program, in addition to other remedies as provided by law.
 17. The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. And may take other action as may be permitted by this Subrecipient Agreement.
 19. The Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
 20. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

John A. Schneider
 Manager, Grants Management Division
 City of Urbana
 400 South Vine Street
 Urbana, Illinois 61801

TO THE SUBGRANTEE:

Bob Leach
 President
 United Citizens and Neighbors

44 East Main Street, Suite 208
Champaign, Illinois 61820

This Subrecipient Agreement shall be effective as of the date executed by the City.

CITY

BY: _____

ATTEST: _____

SUBGRANTEE

BY: _____

ATTEST: _____

**ATTACHMENT A
CITY OF URBANA HUMAN RIGHTS CERTIFICATION**

The undersigned understands and agrees that it is a Subgrantee of the Urbana Neighborhood Organization Grant Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City, or against any applicant for such employment, because of discrimination by reason of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to an opportunity in housing, employment, credit or access to public accommodations.

The Subgrantee further agrees to the following:

- (1) It will be bound by said City of Urbana Human Rights Certification with respect to its own employment practices during the duration of its participation with the City;
- (2) It will furnish the City such information as they may require for the supervision of such compliance and will otherwise assist the City in the discharge of primary responsibility for securing compliance;
- (3) It will carry out such sanctions and penalties for violation of the City of Urbana Human Rights Certification as may be imposed upon contractors and subcontractors by, the City;
- (4) In the event that it fails or refuses to comply with the undertaking, the City may cancel, terminate or suspend in whole or in part any contractual agreements the City may have with the Subgrantee; may refrain from extending any further assistance to the Subgrantee under any program until satisfactory assurance of future compliance has been received from such Subgrantee.
- (5) It shall abide by local regulations cited in the Urbana Human Rights Ordinance regarding equal employment.

Name of Subgrantee: United Citizens and Neighbors

Address: 44 East Main Street Suite 208, Champaign, IL 61820

Printed Name/Title: _____

Signature: _____

Dated: _____

ATTACHMENT B
ASSURANCES

The Subgrantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to receive Neighborhood Organization Grant Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subgrantee to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's Neighborhood Organization Grant Program has been developed so as to give maximum feasible priority to activities that will benefit extremely low- or very low-income families. As a subrecipient of Neighborhood Organization Grant Program funds, Subgrantee agrees to give maximum feasible priority to extremely low- or very low-income families when administering the Subgrantee program described herein.
4. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the City access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with:
 - A. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
 - B. Guidelines for Energy Management / Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
 - C. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

- D. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
 - E. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - F. Disbarment & Suspension. Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. Agencies shall establish procedures for the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs to assure that they do not award assistance to listed parties in violation of the Executive Order. Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and subgrantees (including contractors) at any tier do not make awards in violation of the nonprocurement debarment and suspension common rule.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

These assurances are signed with regard to Subrecipient Agreement No. 0607-NOG-01 of the Urbana Neighborhood Organization Grant Program.

Subgrantee Chief Executive Officer

Date

Attest by Subgrantee Official

Date

ATTACHMENT C
STATEMENT OF SPECIAL CONDITIONS

Subgrantee understands and agrees that it is a subrecipient of Urbana Neighborhood Organization Grant Program and is eligible to receive funds for Subgrantee Project No. 0607-NOG-01 pursuant to this Subrecipient Agreement.

The following conditions, in addition to those established in the attached City of Urbana Guidelines for Neighborhood Organization Grant Program, this Subrecipient Agreement itself, and other attachments thereto, and applicable laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive Neighborhood Organization Grant Program assistance for Subgrantee Project No. 0607-NOG-01.

1. This agreement is intended to fund administrative and service delivery costs by Subgrantee, during the period beginning September 1, 2006, (subject to City Council authorization of this agreement) and June 30, 2007, and is contingent upon the Subgrantee operating the Scope of Service herein outlined during this period.

Scope of Service

Funds shall be used for administrative purposes directly associated the following:

- Building capacity around issues of neighborhood unification and coalition building.
 - Expand the Neighborhood Plan for the Crystal Lake and King Park Neighborhoods to include research and information about how to bring people together for a common agenda.
2. Funds received by Subgrantee pursuant to this Subrecipient Agreement shall be used as follows.
 - Staff/Consulting costs related to the investigation of the organizing and service initiatives noted above in the Scope of Services.
 - Printing and postage costs related to the above effort.
 3. Subgrantee's Project budget may be modified, with the written approval of the City, within the parameters of the total Project grant allocation.
 4. Subgrantee shall retain records of all activities funded pursuant to this Subrecipient Agreement, including copies of all invoices and receipts, for a period of three years from the termination of the Project. These records shall be available for inspection upon request by the City.
 5. Subgrantee shall submit a written report of activities undertaken pursuant to this Subrecipient Agreement no later than July 31, 2007.
 7. The City shall reimburse Subgrantee up to \$1,250 for eligible activities undertaken pursuant to this Subrecipient Agreement as detailed above. The City shall make such payments available to the Subgrantee within 21 calendar days of receipt of an acceptable itemized billing from Subgrantee. Documentation which must accompany itemized billing includes copies of paid receipts for
 - purchased supplies and materials, and postage expenses,
 - copy services (**a copy of printed material must also be included**),
 - timesheets and/or copies of direct billings for staff and consulting expenses.

Name of Subgrantee: United Citizens and Neighbors
Address: 44 East Main Street, Suite 208, Champaign, IL 61820
Printed Name/Title: _____
Signature: _____
Dated: _____

ORDINANCE NO. 2006-12-143

AN ORDINANCE APPROVING AN AGREEMENT WITH
UNITED CITIZENS AND NEIGHBORS (UCAN)

(United Citizens and Neighbors
Project No. 0607-NOG-01)

WHEREAS, on April 17, 2006, the Urbana City Council passed Resolution No. 2006-04-046 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2006-2007 (FY06/07 AAP), authorizing certain activities under the Neighborhood Organization Grant Program.

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

Section 1. That an Agreement providing \$1,250 in Neighborhood Improvement Funds, for neighborhood improvement and capacity building activities in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of

_____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark,
City Clerk

APPROVED by the Mayor this _____ day of

_____, _____.

Laurel Lunt Prussing, Mayor



UNAPPROVED
MINUTES
COMMUNITY DEVELOPMENT COMMISSION
Tuesday, November 28, 2006, City Council Chambers

Call to Order: After a brief discussion, the Community Development (CD) Commission agreed that Commissioner Silvis would serve as Acting Chairperson. She called the meeting to order at 7:08 p.m.

Roll Call: Connie Eldridge called the roll. A quorum was present.

Commission Members Present: Chris Diana, Joy Ready, Anne Heinze Silvis, Umesh Thakkar,

Commission Members Absent: Fred Cobb, Theresa Michelson, Dennis Vidoni

Others Present: John Schneider, Kelly Hartford, and Connie Eldridge, Community Development Services

Approval of Minutes: *Acting Chairperson Silvis asked for approval or corrections to the October 24, 2006 minutes. Commissioner Diana moved to approve the minutes, and Commissioner Ready seconded the motion. The motion carried unanimously.*

Petitions and Communications: None.

Staff Report: Mr. Schneider distributed a staff briefing memorandum and provided a brief update on Lakeside Terrace Redevelopment. On November 13, 2006, staff requested City Council guidance for the project. Brinshore Development, L.L.C., the developer, had applied for tax credit financing in March 2006; however, the Illinois Housing Development Authority (IHDA) denied the project due to density. The developer is proposing to re-apply with a less dense plan (70 units), which would allow for more green space, plantings, etc. The modified proposal means that 65 units would be affordable to families with incomes at or below 60% of Median Family Income, with 18 of those 65 units being public housing units. After discussion, City Council approved this request contingent upon funding being earmarked for a specific use, such as making the project more energy efficient (such as geothermal).

Brinshore Development is requesting an additional \$50,000 in assistance from the City of Urbana for Fiscal Year (FY) 2007-2008. The City has already committed \$150,000 to the project in the Lakeside Terrace Redevelopment Plan. The FY 2006-2007 Annual Action Plan (AAP) allocates \$50,000 in Community Development Block Grant (CDBG) and \$50,000 in HOME funds. Mr. Schneider anticipates a similar allocation in the FY 2007-2008 AAP.

Acting Chairperson Silvis asked if the new requirements for energy efficiency would send the project back to the drawing board. Mr. Schneider answered no; this is a general site concept. After the developer receives financing and tax credits, the architect creates the building design. Mr. Schneider believed the design concepts would allow geothermal to be incorporated.

Acting Chairperson Silvis mentioned past design options that considered density. Mr. Schneider said the updated site plan did not include any preliminary elevations. After the City approved the site plan, the developer would apply for tax credits. Mr. Schneider anticipated that after the developer receives funding, it would take approximately one year to get the project underway.

Referencing the green walk in a green space along the Saline Branch, Commissioner Diana commented that the term “along the Saline Branch” could imply a green space would run the entire length of the Saline Branch. The site plan shows the green walk running along the border with the Saline Branch. The green space is an isolated area on the Saline Branch but not necessarily along it. Mr. Schneider said the Urbana Park District is contemplating a green walkway and bike path immediately adjacent to the Saline Branch. Commissioner Diana stated that terminology can be a sticking point. Both a green walk and a green space along the Saline Branch would take a lot of footage out of the project. His concern was implying that green space would be along the entire length of the Saline Branch. Mr. Schneider said the green space appeared to be only near the circular area, with the green walk running along the Saline Branch. Commissioner Diana cautioned about making assumptions about green space.

Referencing the original plan to replace 80 public housing units, Commissioner Ready asked how many units have been replaced to date. Mr. Schneider replied that there have been no changes since the January 2006 memo. Homestead Corporation has completed some affordable housing units; however, City Council’s intent was for replacement public housing units. Staff is still working on this. This was one issue with the Housing Authority’s request for Certification of Consistency with the Consolidated Plan. The Housing Authority agreed to include the language concerning the 80 replacement units, which will be scattered site.

Commissioner Ready asked how this will be accomplished. Mr. Schneider answered that the City will work closely with the Housing Authority. If the Housing Authority’s Annual Plan is not consistent with the City’s Consolidated Plan, the City can address those issues. Mr. Bland, the Executive Director of the Housing Authority, had indicated that it takes a lot of funds to produce replacement housing units. The Department of Housing and Urban Development (HUD) has been reducing funding for cities and housing authorities. Mr. Schneider mentioned the Housing Authority’s inventory of hard units, federal funding, and Section 8 homeownership. He anticipated these units would be replaced little by little. Acting Chairperson Silvis added the Section 8 vouchers have replaced the hard units. Mr. Schneider understood that City Council had wanted to insure the number of hard replacement units. This will not happen immediately, but it can be tracked. Urban League is another resource, and it continues to expand affordable housing opportunities.

Mr. Schneider reviewed the schedule for the FY 2007-2008 Annual Action Plan. He asked for permission to reschedule the regular January CD Commission meeting to January 30, 2007. This will give staff more time to hold public hearings, accept applications for funding, and prepare a review. Also, agencies will present their requests for funding to the CD Commission on that date. The CD Commission will review the draft AAP at its February meeting, and it will hold a public hearing on the AAP and approve the AAP at its March meeting. The schedule allows time for City Council to review and approve the AAP, which is due at HUD on May 15. There was consensus on holding the CD Commission meeting on January 30, 2007.

Commissioner Thakkar asked if other meetings will be needed. Mr. Schneider answered it is critical that the Committee of the Whole review the AAP at its April 9, 2007 meeting. Commissioner Thakkar inquired about the need for a CD Commission meeting in December. Mr. Schneider did not anticipate the need for a special meeting; however, an action item might come up. There was discussion on whether another meeting would be needed. Mr. Schneider anticipated the December 26, 2006 meeting would be cancelled.

Mr. Schneider anticipated that Congress would provide CDBG funding at about the same level and HOME funding with a small increase. However, the City's share might be smaller due to five new entitlement communities receiving CDBG funding.

Commissioner Diana commented that once the CD Commission approves and forwards the draft AAP, City Council may revise it. Mr. Schneider understood the CD Commission was an advisory board. Council typically accepts the CD Commission recommendations, but it may choose something different. Mr. Schneider mentioned the Consolidated Social Service Funding presentations are not part of the AAP process. The CD Commission approves the amount of funds for public service, and it later amends the AAP to include the agencies that received funding. Commissioner Diana's point concerned the parliamentary process of recommending approval for something that has already been approved. Mr. Schneider reviewed the AAP process.

Commissioner Diana remembered in the past the CD Commission participated in joint meetings or study sessions with the Plan Commission and City Council. Acting Chairperson Silvis added there were several joint meetings in preparation for the Lakeside Terrace Redevelopment. Commissioner Thakkar suggested a study session with City Council before the March 27 public hearing. Commissioner Diana noted other issues later in the year would require more study than the AAP. Mr. Schneider discussed the Consolidated Social Service funding process as it related to the City's budget.

Mr. Schneider reviewed the updates and activities in the staff briefing. Staff is working on changes to the FY 06-07 AAP and previous years' AAPs.

Commissioner Diana asked if there were any new properties for the City to acquire. Mr. Schneider answered that the City has conveyed most properties that could be developed to Homestead Corporation, Ecological Construction Laboratory, and Habitat for Humanity. Staff is continuing to look for new properties; however, some owners do not want to sell. Another problem is the amount of tax and mortgage liens on some properties. Commissioner Diana commented the projects would be fewer, but more expensive.

Old Business: None.

New Business: **Neighborhood Organization Grant (NOG) – An Ordinance Approving a City of Urbana Agreement (United Citizens and Neighbors (UCAN) – Project No. 0607-NOG-01)** – Kelly Hartford stated that in April 2006 City Council passed a resolution approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2006-2007. Funding for UCAN was included in this resolution. This agreement provides \$1,250 of Neighborhood Improvement Funds (NIF) to UCAN.

Commissioner Diana inquired if UCAN has provided better tracking on its actual capacity building. He remembered that this issue was raised during a program review in the past. Mr. Schneider answered that earlier NOG funding was provided from CDBG funds. However, NIF funds are city rather than federal. Mr. Schneider noted that UCAN helps with the public input process and provides the most public input during the Annual Action Plan public hearings. Also, Mr. Schneider believes that UCAN produces a neighborhood newsletter on a quarterly basis.

Commissioner Diana supported the agreement as long as NIF funds did not have the same requirements as CDBG funds. In the past, there were concerns about funds being used for normal operations versus capacity building. Mr. Schneider responded that this is not a concern because of this funding source. NIF funds actually came out of this neighborhood. UCAN has a history of producing projects over several years. Staff will work with UCAN to better quantify this.

Commissioner Diana moved to recommend to City Council approval of an Ordinance Approving a City of Urbana Agreement (United Citizens and Neighbors – Project No. 0607-NOG-01). Commissioner Thakkar seconded the motion, and the motion carried unanimously.

Adjournment: Acting Chairperson Silvis adjourned the meeting at 7:51 p.m.

Recorded by Connie Eldridge

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UNAPPROVED

NOG Grant Year 2006-2007 Interim Report for UCAN

UCAN is a north Urbana neighborhood organization established in 1993 to represent residents on issues that affect our lives, our families, and our neighborhoods. UCAN connects residents with available services, events, and projects and is actively involved in resolving issues and concerns facing our community including strengthening our neighborhood, affordable housing, public safety and traffic issues. UCAN meets on the second Thursday of every month at 7:00 p.m. at King School Library

Amount of Grant Funds Awarded: \$1,250

Proposed Use of Grant Funds: UCAN was awarded \$1,250 for July 1, 2006 to June 30, 2007 to plan for and build our capacity to be able to address the new and changing issues that come to the Crystal Lake Park and King Park Neighborhoods. UCAN has had more requests to address new and different issues including parking, crime, and a renewed interest among area residents to pursue a neighborhood community center. We plan to use our NOG grant to pay for printing, postage, and staff/consulting expenses.

Grant support has allowed UCAN to

- Plan 10 monthly meetings (August and December off)
- 10 monthly mailings, some as a multi-page newsletter to 240 households and some as a postcards to 40 homes and an annual dues mailing/neighborhood survey. These require staff time, printing and postage.
- Staff time to maintain mailing list: removing old members, adding new ones, tracking dues payments
- Staff time to maintain e-mail list for group
- Staff time to recruit volunteers to assemble mailings and make turnout calls
- Staff time to share important community information: calls or special mailings about big.small.all, Race Unity Potlucks, Urbana Park District Long Range Strategic Plan, Urbana Neighborhood Safety Task Force, e-co lab
- Staff time to organize speakers for monthly meetings: Dr. Ivory Tatum, Principal, King School; Ross Musselman, C-U Wireless; Katie Bishop, Junior Youth Groups, Mayor Laurel Prussing – so far this grant year, and scheduled for January -- Grants Management staff for annual hearing
- Staff time to follow up on issues or goals from meeting discussions: talking to Carle Hospital and the City about Parking; researching youth programs as positive activities for kids (as opposed to hanging out and getting into trouble in neighborhood); meeting with Mayor Prussing and Alderman Robert Lewis about Carle Development Plans and plans for potential Provena property taxes in TIF district.
- Staff time for other miscellaneous tasks: grant application, reporting; research Alternative Development Agreement from 1995; follow up on other UCAN business

Prepared 12/06/06, Final Report to come after 6/30/07