



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Grants Management Division*

**m e m o r a n d u m**

**TO:** Laurel Lunt Prussing, Mayor, City of Urbana

**FROM:** Elizabeth H. Tyler, FAICP, Community Development Director

**DATE:** August 10, 2015

**SUBJECT:** **A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Senior Services, Project No. 1516-CSSP-01)**

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Youth Assessment Center, Project No. 1516-CSSP-02)**

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Persons Assuming Control of Their Environment – Personal Assistance, Project No. 1516-CSSP-03)**

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**Description**

Included on the agenda of the August 10, 2015 Committee of the Whole meeting are agreements for activities to be undertaken by not-for-profit agencies and organizations using Community Development Block Grant (CDBG) funds for Public Service activities during the fiscal year beginning July 1, 2015 and ending June 30, 2016. The proposed agreements are with the following two agencies that were approved for funding as part of the Consolidated Social Service Funding process: Champaign County Regional Planning Commission’s (CCRPC) Senior Services and Youth Assessment Center programs and Persons Assuming Control of their Environment’s (PACE) Personal Assistance program.

**Issues**

The issue is whether the Urbana Committee of the Whole should approve the resolutions approving the CDBG subrecipient agreements.

**Background**

In September 1996, the City of Urbana and Cunningham Township established a Consolidated Social Service Fund (CSSF) to provide grants to non-profit organizations that sponsor social services for Urbana residents. The consolidated fund combines City of Urbana general funds, Cunningham Township general funds, and City of Urbana CDBG funds. Funds are granted to organizations by joint decision of the Urbana City Council and Cunningham Township Board.

A single application process is administered by the Grants Management Division of the City's Department of Community Development Services. CSSF applications for FY 2015-2016 were made available Monday, March 9, 2015; the deadline for submission of completed applications by social service agencies was April 9, 2015 at 4:00pm. City Council/Township Board reviewed the applications in a series of meetings during May and June, and approved the funding allocations on July 13, 2015.

The City of Urbana Grants Management Division monitors programs funded through CDBG and the City-funded programs. The Office of the Cunningham Township Supervisor monitors the township-funded programs. Federal regulations require that CDBG funds allocated for public services be consistent with needs identified by the City in its Consolidated Plan and Annual Action Plan.

At its March 24, 2015 meeting, the Community Development Commission selected specific priorities to be used when considering agencies for funding with CDBG Public Service funding. The priorities identified are: 1) *Seniors/Youth*, 2) *Homelessness*, and 3) *Special (Needs) Population*.

**At its July 28, 2015 regular meeting (unapproved minutes attached), the Community Development Commission reviewed the agreements and voted unanimously to recommend approval of the Resolutions approving the agreements with Champaign County Regional Planning Commission – Senior Services, Champaign County Regional Planning Commission – Youth Assessment Center, and Persons Assuming Control of Their Environment – Personal Assistance.**

Each of the agencies that were approved for CSSF grant funds meet at least one of the priorities set by CD Commission. Following is a list with the name of each agency, the applicable selected priority for the CDBG Public Service funding, and the total amount allocated:

1. CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, PROJECT NO. 1516-CSSP-01 (Senior Services)  
*Priority: 1) Seniors/Youth*  
(Total allocation: **\$1,500**; \$750 City, \$750 CDBG)
2. CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, PROJECT NO. 1516-CSSP-02 (Youth Assessment Center)  
*Priority: 1) Seniors/Youth*  
(Total allocation: **\$3,800**; \$2,550 City, \$1,250 CDBG)
3. PERSONS ASSUMING CONTROL OF THEIR ENVIRONMENT, PROJECT NO. 1516-CSSP-03 (Personal Assistance)  
*Priority: 2) Homelessness, and 3) Special (Needs) Population*  
(Total allocation: **\$6,000**; \$3,000 City, \$3,000 CDBG)

The proposed agreements include provisions required by The Dept. of Housing and Urban Development (HUD) and the City of Urbana.

Although certain activities of the Champaign County Regional Planning Commission are

affected by current State funding shortfalls, the Senior Services and Youth Assessment Center programs are not significantly impacted due to the substantial amount of local funding that is committed to the programs.

## **Options**

1. Approve the Resolutions approving the CDBG CSSF agreements with Champaign County Regional Planning Commission – Senior Services, Champaign County Regional Planning Commission – Youth Assessment Center, and Persons Assuming Control of Their Environment – Personal Assistance.
2. Approve the Resolutions approving the agreements, with suggested changes.
3. Do not approve the Resolutions and provide further direction to staff.

## **Fiscal Impacts**

There is no impact to the City budget because the \$5,000 in CDBG funding for the Consolidated Social Service Funding is included in the City of Urbana and Urbana HOME Consortium FY 2015-2016 Annual Action Plan. The CDBG funding is to be combined with City of Urbana and Cunningham Township for Consolidated Social Service Funding grants.

The total amount allocated to the Consolidated Social Service Funding pool was \$245,000 from the following sources: (1) City of Urbana in the amount of \$70,000, which includes \$65,000 from General Funds and \$5,000 through CDBG; and (2) \$175,000 through Cunningham Township.

## **Recommendations**

Staff and the Community Development Commission recommends the Urbana City Council approve the Resolutions.

**Memorandum Prepared By:**



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Matthew Rejc  
Community Development Associate  
Grants Management Division

**Attachments:**

1. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Senior Services, Project No. 1516-CSSP-01)
2. City of Urbana Community Development Block Grant Agreement (Champaign County Regional Planning Commission – Senior Services, Project No. 1516-CSSP-01)
3. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Youth Assessment Center, Project No. 1516-CSSP-02)
4. City of Urbana Community Development Block Grant Agreement (Champaign County Regional Planning Commission – Youth Assessment Center, Project No. 1516-CSSP-02)
5. A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Persons Assuming Control of Their Environment – Personal Assistance, Project No. 1516-CSSP-03)
6. City of Urbana Community Development Block Grant Agreement (Persons Assuming Control of Their Environment – Personal Assistance, Project No. 1516-CSSP-03)
7. *Unapproved minutes from the July 28, 2015 regular meeting of the Urbana Community Development Commission.*

RESOLUTION NO. 2015-08-043R

A RESOLUTION APPROVING A CITY OF URBANA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

(Champaign County Regional Planning Commission - Senior Services,  
Project No. 1516-CSSP-01)

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

WHEREAS, On May 4, 2015, the Urbana City Council passed Ordinance No. 2015-05-047 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2015-2016 authorizing certain activities under the Public Service Activity Program; and

WHEREAS, pursuant to the aforesaid HOME Consortium Annual Action Plan FY 2015-2016, the City Council deems it appropriate to enter into an agreement with the Champaign County Regional Planning Commission for the latter to provide information and services consistent with the aforesaid Action Plan and as more fully described in the proposed agreement attached hereto.

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

Section 1. That an Agreement providing Seven Hundred Fifty and 00/100 dollars (\$750.00) in Community Development Block Grant funds, to provide information, referral, and assistance to address various financial and psychosocial issues in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement in substantially the form appended hereto as 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

**CITY OF URBANA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AGREEMENT**

SUBRECIPIENT NAME: Champaign County Regional Planning Commission  
PROJECT NAME: Senior Services  
PROJECT NO. 1516-CSSP-01  
PROJECT ADDRESS: 1776 E. Washington Street, Urbana, IL 61801  
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT (hereinafter, "Agreement"), made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Champaign County Regional Planning Commission, an Illinois Not-For-Profit Organization (hereinafter the "Subrecipient).

WITNESSETH

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

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2015 and ending June 30, 2016, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the fiscal year beginning July 1, 2015 and ending June 30, 2016 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the general Urbana, Illinois area; and,

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering such activities; and,

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

NOW, THEREFORE, in exchange of good, valuable and mutual consideration which the parties hereto acknowledge as having in hand received and for the exchange of the terms, conditions and covenants contained herein the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated into and made part of the Subrecipient Agreement.
2. The purpose of this Agreement is to pledge FY 2015-2016 CDBG program funds to: Provide funds to pay for staff salary associated with the Senior Services program.

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3. The City agrees to grant to the Subrecipient the sum of **Seven Hundred Fifty and 00/100 Dollars (\$750.00)** and the Subrecipient agrees to abide by all regulations associated with the CDBG Program and to use said funds for the purpose of carrying out Subrecipient Project No. 1516-CSSP-01 (hereinafter the "Project") as described in the above Paragraph 2.
4. The Subrecipient understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project as delineated in Paragraph 2. Subrecipient understands and agrees that funding in the full amount of this Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Agreement could cease or be reduced without advance notice.
5. The City and the Subrecipient agree that no change, amendment, or modification to this Agreement shall become effective unless previously made in writing and executed by both the City and the Subrecipient.
6. The Subrecipient agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and conduct any other procedures and practices to audit and assure compliance with this Agreement and applicable HUD regulations. The Subrecipient shall execute and abide by the terms of Attachment A (Equal Employment Opportunity Certification) to this Agreement and with all City of Urbana Affirmative Action requirements.
7. The Subrecipient shall complete and adhere to Attachment B (Assurances) to this Agreement and shall submit said Attachment B to the City as a condition of final execution of this Agreement.
8. The Subrecipient shall complete and adhere to Attachment C (Statement of Special Conditions) to this Agreement and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subrecipient shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subrecipient with respect to the Agreement.
10. The Subrecipient represents to the City that the Project shall begin on July 1, 2015 and shall terminate no later than June 30, 2016, unless otherwise extended in a written modification to this contract executed by the City and Subrecipient.
11. The Subrecipient shall not assign this Agreement nor any part hereof and the Subrecipient shall neither 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 the Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement to another person without the prior express written consent of the City and authorization of HUD. In the event Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in determining to whom any such assignment of its rights, duties and/or obligations will be made.



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13. 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 under the provision of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control nor does this Agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing and Community Development Act of 1974, as amended.
16. Subrecipient hereby agrees to and does indemnify, defend and hold harmless the City and its elected officials, appointed officers, employees, independent contractors, and/or vendors from and against any and all claims, causes, actions, causes of action, suits, judgments, orders, decrees, liabilities, and defenses which arise out of or which are or may be directly or proximately caused by any intentional, willful, wanton, grossly negligent, and/or negligent act or omission by the Subrecipient or any of its governing board members, officers, employees, or agents. Nothing herein shall require the Subrecipient to indemnify, defend, or hold harmless the City or any of its elected officials, officers, employees, independent contractors, or vendors from and against any claim, cause, action, cause of action, suit, judgment, decree, liability, or defense which arises out of or which is directly or proximately caused by an intentional, willful, wanton, grossly negligent, and/or negligent act or omission the City or any of its elected officials, appointed officers, employees, independent contractors, and/or vendors.
17. It is mutually understood and agreed that the Subrecipient shall have full control of the ways and means of performing the services provided for herein, subject to guidelines established in Attachment C. Neither the Subrecipient nor any of its employees, representatives, subcontractors, or agents shall be deemed or construed to be employees of the City.
18. Subrecipient agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
  - A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
  - B. This conflict of interest provision of shall apply to any individual who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or the City.
  - C. Upon written request, exceptions to these conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the

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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. Any determination regarding a conflict of interest made by the City shall not be deemed, construed or interpreted as binding upon HUD.

19. Upon execution of this Agreement, including the required submission of all required attachments, the City and the Subrecipient shall adhere to the following:
  - A. The City and Subrecipient shall adhere to all special conditions described in Attachments A, B, and C of this Agreement;
  - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County based firms and individuals;
  - C. Financial records and payments shall comply with all federal regulations;
  - D. The Subrecipient agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD during the Subrecipient's normal business hours.
  - E. The Subrecipient agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
  - F. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subrecipient agrees that client information collected pursuant to this Agreement shall be maintained in a secure and confidential manner, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
20. A default on this Agreement shall constitute any failure or refusal to perform any obligation which either party to this Agreement is obligated to perform. The failure to correct any such default in a reasonably timely manner shall constitute a breach of this Agreement.
21. In the event that the City believes that the Subrecipient has defaulted on any obligation required of it under this Agreement, the City shall provide the Subrecipient with a written notice which describes the nature of the default and the Paragraph of this Agreement believed to be in default. The Subrecipient shall have fourteen (14) calendar days in which to (i) fully cure the default; (ii) submit a plan of correction which specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) which provides evidence insofar as why the Subrecipient believes it is not in fact in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion may accept, reject or provide an alternative plan of correction. The City's discretion shall be final. In the event that the Subrecipient fails to correct the default as hereinbefore provided, the Subrecipient shall be deemed in breach of the Agreement.
22. In the event of a default or breach of this Agreement, the City shall have the right to take one or

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more of the following actions:

- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
  - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
  - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
  - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
  - E. Reduce or recapture the grant authorized herein;
  - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
  - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. Subrecipient shall submit regular quarterly 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. Nothing herein shall be deemed, construed or interpreted as prohibiting the City from requesting and the Subrecipient from providing Progress Reports on a more frequent basis or when requested.
24. Notices and communications under this Agreement shall be directed as follows:
- TO THE CITY: Kelly H. Mierkowski, Manager  
Grants Management Division  
Dept. of Community Development Services  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801
- TO THE SUBRECIPIENT: Rebecca Woodard, Program Manager  
Champaign County Regional Planning Commission  
1776 E. Washington Street  
Urbana, Illinois 61802
25. Any notice required to be given pursuant to this Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
  - B. By overnight courier services in which case if such notice is properly directed with courier service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.

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- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.
- 26. In the event of a dispute between the parties to this Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Agreement.
- 27. This Agreement shall be effective as of the date executed by the City.

**CITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBRECIPIENT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subrecipient of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient further agrees to the following:

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

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B  
ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
  - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
  - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
  - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish

procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website ([www.epls.gov](http://www.epls.gov)) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 1516-CSSP-01 of the Urbana CDBG Program.

---

Subrecipient: Chief Executive Officer

---

Attest

---

Date

**ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS**



**Agreement # 1516-CSSP-01**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 1516-CSSP-01 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 1516-CSSP-01.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2015 - June 30, 2016.

**SCOPE OF SERVICE**

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Agreement and attached as Attachment D: Subrecipient Application.

2. Subrecipient shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.

A. Program Delivery

The Subrecipient shall provide a suitable living environment which includes increasing access to quality services. Services provided by the agency include the provision of information, referrals, and assistance to address various financial and psychosocial issues.

B. General Administration

The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subrecipient certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$38,050</u>	5	<u>\$58,650</u>
2	<u>\$43,450</u>	6	<u>\$63,000</u>
3	<u>\$48,900</u>	7	<u>\$67,350</u>
4	<u>\$54,300</u>	8	<u>\$71,700</u>

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:

A. Total Number of Persons To Be Served: Currently serving 166 persons

- B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$750.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-\_\_\_\_\_

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
  - B. **FOR Public Service Grants: With each subsequent request for reimbursement on a quarterly basis, Subrecipient shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.**
  - C. **FOR Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
7. Subrecipient agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and no later than July 31<sup>st</sup>. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.
9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: \_\_\_\_\_

Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
SUBRECIPIENT APPLICATION**



RESOLUTION NO. 2015-08-044R

A RESOLUTION APPROVING A CITY OF URBANA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

(Champaign County Regional Planning Commission - Youth Assessment  
Center, Project No. 1516-CSSP-02)

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

WHEREAS, On May 4, 2015, the Urbana City Council passed Ordinance No. 2015-05-047 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2015-2016 authorizing certain activities under the Public Service Activity Program; and

WHEREAS, pursuant to the aforesaid HOME Consortium Annual Action Plan FY 2015-2016, the City Council deems it appropriate to enter into an agreement with the Champaign County Regional Planning Commission for the latter to provide information and services consistent with the aforesaid Action Plan and as more fully described in the proposed agreement attached hereto.

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

Section 1. That an Agreement providing One Thousand Two Hundred Fifty and 00/100 dollars (\$1,250.00) in Community Development Block Grant funds, to provide funds to pay for 15% of the full-time Case Manager responsible for Urbana referrals associated with the Youth Assessment Center in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement in substantially the form appended hereto as 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

**CITY OF URBANA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AGREEMENT**

SUBRECIPIENT NAME: Champaign County Regional Planning Commission  
PROJECT NAME: Youth Assessment Center  
PROJECT NO. 1516-CSSP-02  
PROJECT ADDRESS: 1776 E. Washington Street, Urbana, IL 61801  
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT (hereinafter, "Agreement"), made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Champaign County Regional Planning Commission, an Illinois Not-For-Profit Organization (hereinafter the "Subrecipient).

WITNESSETH

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

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2015 and ending June 30, 2016, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the fiscal year beginning July 1, 2015 and ending June 30, 2016 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the general Urbana, Illinois area; and,

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering such activities; and,

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

NOW, THEREFORE, in exchange of good, valuable and mutual consideration which the parties hereto acknowledge as having in hand received and for the exchange of the terms, conditions and covenants contained herein the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated into and made part of the Subrecipient Agreement.

2. The purpose of this Agreement is to pledge FY 2015-2016 CDBG program funds to: Provide funds to pay for 15% of the full-time Case Manager responsible for Urbana referrals associated with the Youth Assessment Center.
3. The City agrees to grant to the Subrecipient the sum of **One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00)** and the Subrecipient agrees to abide by all regulations associated with the CDBG Program and to use said funds for the purpose of carrying out Subrecipient Project No. 1516-CSSP-02 (hereinafter the "Project") as described in the above Paragraph 2.
4. The Subrecipient understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project as delineated in Paragraph 2. Subrecipient understands and agrees that funding in the full amount of this Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Agreement could cease or be reduced without advance notice.
5. The City and the Subrecipient agree that no change, amendment, or modification to this Agreement shall become effective unless previously made in writing and executed by both the City and the Subrecipient.
6. The Subrecipient agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and conduct any other procedures and practices to audit and assure compliance with this Agreement and applicable HUD regulations. The Subrecipient shall execute and abide by the terms of Attachment A (Equal Employment Opportunity Certification) to this Agreement and with all City of Urbana Affirmative Action requirements.
7. The Subrecipient shall complete and adhere to Attachment B (Assurances) to this Agreement and shall submit said Attachment B to the City as a condition of final execution of this Agreement.
8. The Subrecipient shall complete and adhere to Attachment C (Statement of Special Conditions) to this Agreement and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subrecipient shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subrecipient with respect to the Agreement.
10. The Subrecipient represents to the City that the Project shall begin on July 1, 2015 and shall terminate no later than June 30, 2016, unless otherwise extended in a written modification to this contract executed by the City and Subrecipient.
11. The Subrecipient shall not assign this Agreement nor any part hereof and the Subrecipient shall neither 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 the Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement to another person without the prior express written consent of the City and authorization of HUD. In the event Subrecipient seeks to assign, convey or otherwise transfer any of



its rights, duties or obligations under this Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in determining to whom any such assignment of its rights, duties and/or obligations will be made.

13. 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 under the provision of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control nor does this Agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing and Community Development Act of 1974, as amended.
16. Subrecipient hereby agrees to and does indemnify, defend and hold harmless the City and its elected officials, appointed officers, employees, independent contractors, and/or vendors from and against any and all claims, causes, actions, causes of action, suits, judgments, orders, decrees, liabilities, and defenses which arise out of or which are or may be directly or proximately caused by any intentional, willful, wanton, grossly negligent, and/or negligent act or omission by the Subrecipient or any of its governing board members, officers, employees, or agents. Nothing herein shall require the Subrecipient to indemnify, defend, or hold harmless the City or any of its elected officials, officers, employees, independent contractors, or vendors from and against any claim, cause, action, cause of action, suit, judgment, decree, liability, or defense which arises out of or which is directly or proximately caused by an intentional, willful, wanton, grossly negligent, and/or negligent act or omission the City or any of its elected officials, appointed officers, employees, independent contractors, and/or vendors.
17. It is mutually understood and agreed that the Subrecipient shall have full control of the ways and means of performing the services provided for herein, subject to guidelines established in Attachment C. Neither the Subrecipient nor any of its employees, representatives, subcontractors, or agents shall be deemed or construed to be employees of the City.
18. Subrecipient agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
  - A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
  - B. This conflict of interest provision of shall apply to any individual who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or the City.

- C. Upon written request, exceptions to these conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. Any determination regarding a conflict of interest made by the City shall not be deemed, construed or interpreted as binding upon HUD.
19. Upon execution of this Agreement, including the required submission of all required attachments, the City and the Subrecipient shall adhere to the following:
- A. The City and Subrecipient shall adhere to all special conditions described in Attachments A, B, and C of this Agreement;
  - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County based firms and individuals;
  - C. Financial records and payments shall comply with all federal regulations;
  - D. The Subrecipient agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD during the Subrecipient's normal business hours.
  - E. The Subrecipient agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
  - F. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subrecipient agrees that client information collected pursuant to this Agreement shall be maintained in a secure and confidential manner, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
20. A default on this Agreement shall constitute any failure or refusal to perform any obligation which either party to this Agreement is obligated to perform. The failure to correct any such default in a reasonably timely manner shall constitute a breach of this Agreement.
21. In the event that the City believes that the Subrecipient has defaulted on any obligation required of it under this Agreement, the City shall provide the Subrecipient with a written notice which describes the nature of the default and the Paragraph of this Agreement believed to be in default. The Subrecipient shall have fourteen (14) calendar days in which to (i) fully cure the default; (ii) submit a plan of correction which specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) which provides evidence insofar as why the Subrecipient believes it is not in fact in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion may accept, reject or provide an alternative plan of correction. The City's discretion shall be final. In the event that the Subrecipient fails to correct the default as hereinbefore

provided, the Subrecipient shall be deemed in breach of the Agreement.

22. In the event of a default or breach of this Agreement, the City shall have the right to take one or more of the following actions:
- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
  - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
  - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
  - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
  - E. Reduce or recapture the grant authorized herein;
  - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
  - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. Subrecipient shall submit regular quarterly 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. Nothing herein shall be deemed, construed or interpreted as prohibiting the City from requesting and the Subrecipient from providing Progress Reports on a more frequent basis or when requested.
24. Notices and communications under this Agreement shall be directed as follows:
- TO THE CITY: Kelly H. Mierkowski, Manager  
Grants Management Division  
Dept. of Community Development Services  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801
- TO THE SUBRECIPIENT: Rebecca Woodard, Program Manager  
Champaign County Regional Planning Commission  
1776 E. Washington Street  
Urbana, Illinois 61802
25. Any notice required to be given pursuant to this Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
  - B. By overnight courier services in which case if such notice is properly directed with courier

service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.

- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

26. In the event of a dispute between the parties to this Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Agreement.

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

**CITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBRECIPIENT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subrecipient of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color,

creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient further agrees to the following:

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

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT B ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
  - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
  - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
  - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish

procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website ([www.epls.gov](http://www.epls.gov)) or any other approved method.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 1516-CSSP-02 of the Urbana CDBG Program.

---

Subrecipient: Chief Executive Officer

---

Attest

---

Date

**ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS**



Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 1516-CSSP-02 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 1516-CSSP-02.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2015 - June 30, 2016.

**SCOPE OF SERVICE**

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Agreement and attached as Attachment D: Subrecipient Application.

2. Subrecipient shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.

A. Program Delivery

The Subrecipient shall provide a suitable living environment which includes increasing access to quality services. Services provided by the agency include programs that aim to connect youth to anything they need to be resilient, resourceful, responsible, and restored to positive community involvement.

B. General Administration

The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subrecipient certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$38,050</u>	5	<u>\$58,650</u>
2	<u>\$43,450</u>	6	<u>\$63,000</u>
3	<u>\$48,900</u>	7	<u>\$67,350</u>
4	<u>\$54,300</u>	8	<u>\$71,700</u>

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:

- A. Total Number of Persons To Be Served: Expect to serve 240 persons this year
  - B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$1,250.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-\_\_\_\_\_

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
  - B. **FOR Public Service Grants: With each subsequent request for reimbursement on a quarterly basis, Subrecipient shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.**
  - C. **FOR Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
7. Subrecipient agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and no later than July 31<sup>st</sup>. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: \_\_\_\_\_

Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
SUBRECIPIENT APPLICATION**

RESOLUTION NO. 2015-08-045R

A RESOLUTION APPROVING A CITY OF URBANA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

(Persons Assuming Control of Their Environment - Personal Assistance,  
Project No. 1516-CSSP-03)

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

WHEREAS, On May 4, 2015, the Urbana City Council passed Ordinance No. 2015-05-047 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan FY 2015-2016 authorizing certain activities under the Public Service Activity Program; and

WHEREAS, pursuant to the aforesaid HOME Consortium Annual Action Plan FY 2015-2016, the City Council deems it appropriate to enter into an agreement with Persons Assuming Control of Their Environment for the latter to provide information and services consistent with the aforesaid Action Plan and as more fully described in the proposed agreement attached hereto.

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

Section 1. That an Agreement providing Three Thousand and 00/100 dollars (\$3,000.00) in Community Development Block Grant funds, to provide funds to pay for 16% of the Independent Living Coordinator's salary and fringe benefits with regards to the Personal Assistance program in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement in substantially the form appended hereto as 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

**CITY OF URBANA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AGREEMENT**

SUBRECIPIENT NAME: Persons Assuming Control of Their Environment (PACE)  
PROJECT NAME: Personal Assistance  
PROJECT NO. 1516-CSSP-03  
PROJECT ADDRESS: 1317 E. Florida Ave., Urbana, IL 61801  
CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT (hereinafter, "Agreement"), made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Persons Assuming Control of Their Environment, an Illinois Not-For-Profit Organization (hereinafter the "Subrecipient).

WITNESSETH

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

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2015 and ending June 30, 2016, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the fiscal year beginning July 1, 2015 and ending June 30, 2016 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the general Urbana, Illinois area; and,

WHEREAS, the City has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering such activities; and,

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

NOW, THEREFORE, in exchange of good, valuable and mutual consideration which the parties hereto acknowledge as having in hand received and for the exchange of the terms, conditions and covenants contained herein the parties hereby agree as follows:

1. The preamble set forth above is hereby incorporated into and made part of the Subrecipient Agreement.

2. The purpose of this Agreement is to pledge FY 2015-2016 CDBG program funds to: Provide funds to pay for 16% of the Independent Living Coordinator's salary and fringe benefits with regards to the Personal Assistance program.
3. The City agrees to grant to the Subrecipient the sum of **Three Thousand and 00/100 Dollars (\$3,000.00)** and the Subrecipient agrees to abide by all regulations associated with the CDBG Program and to use said funds for the purpose of carrying out Subrecipient Project No. 1516-CSSP-03 (hereinafter the "Project") as described in the above Paragraph 2.
4. The Subrecipient understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project as delineated in Paragraph 2. Subrecipient understands and agrees that funding in the full amount of this Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subrecipient understands and agrees that funding under this Agreement could cease or be reduced without advance notice.
5. The City and the Subrecipient agree that no change, amendment, or modification to this Agreement shall become effective unless previously made in writing and executed by both the City and the Subrecipient.
6. The Subrecipient agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and conduct any other procedures and practices to audit and assure compliance with this Agreement and applicable HUD regulations. The Subrecipient shall execute and abide by the terms of Attachment A (Equal Employment Opportunity Certification) to this Agreement and with all City of Urbana Affirmative Action requirements.
7. The Subrecipient shall complete and adhere to Attachment B (Assurances) to this Agreement and shall submit said Attachment B to the City as a condition of final execution of this Agreement.
8. The Subrecipient shall complete and adhere to Attachment C (Statement of Special Conditions) to this Agreement and submit said Attachment C to the City as a condition of final execution of this Agreement.
9. The Subrecipient shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subrecipient with respect to the Agreement.
10. The Subrecipient represents to the City that the Project shall begin on July 1, 2015 and shall terminate no later than June 30, 2016, unless otherwise extended in a written modification to this contract executed by the City and Subrecipient.
11. The Subrecipient shall not assign this Agreement nor any part hereof and the Subrecipient shall neither 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 the Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
12. The Subrecipient shall not assign, convey or otherwise transfer any of its rights, duties or obligations under this Agreement to another person without the prior express written consent of the City and authorization of HUD. In the event Subrecipient seeks to assign, convey or otherwise transfer any of

its rights, duties or obligations under this Agreement, the Subrecipient must demonstrate that an open, impartial and competitive selection process will be used in determining to whom any such assignment of its rights, duties and/or obligations will be made.

13. 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 under the provision of the Housing and Community Development Act of 1974, as amended.
14. This Agreement neither obligates nor precludes the City from accepting or distributing other funds over which it may have control nor does this Agreement restrict or limit the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
15. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance from any other source pursuant to the Housing and Community Development Act of 1974, as amended.
16. Subrecipient hereby agrees to and does indemnify, defend and hold harmless the City and its elected officials, appointed officers, employees, independent contractors, and/or vendors from and against any and all claims, causes, actions, causes of action, suits, judgments, orders, decrees, liabilities, and defenses which arise out of or which are or may be directly or proximately caused by any intentional, willful, wanton, grossly negligent, and/or negligent act or omission by the Subrecipient or any of its governing board members, officers, employees, or agents. Nothing herein shall require the Subrecipient to indemnify, defend, or hold harmless the City or any of its elected officials, officers, employees, independent contractors, or vendors from and against any claim, cause, action, cause of action, suit, judgment, decree, liability, or defense which arises out of or which is directly or proximately caused by an intentional, willful, wanton, grossly negligent, and/or negligent act or omission the City or any of its elected officials, appointed officers, employees, independent contractors, and/or vendors.
17. It is mutually understood and agreed that the Subrecipient shall have full control of the ways and means of performing the services provided for herein, subject to guidelines established in Attachment C. Neither the Subrecipient nor any of its employees, representatives, subcontractors, or agents shall be deemed or construed to be employees of the City.
18. Subrecipient agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
  - A. No individual who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in or benefit from a CDBG-assisted activity, either for himself or herself or anyone with whom he or she may have business or family ties, during their tenure or for one year thereafter.
  - B. This conflict of interest provision of shall apply to any individual who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or the City.



- C. Upon written request, exceptions to these conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subrecipient has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted. Any determination regarding a conflict of interest made by the City shall not be deemed, construed or interpreted as binding upon HUD.
19. Upon execution of this Agreement, including the required submission of all required attachments, the City and the Subrecipient shall adhere to the following:
- A. The City and Subrecipient shall adhere to all special conditions described in Attachments A, B, and C of this Agreement;
  - B. To the greatest extent feasible all expenditures made under this Project shall be made to Champaign County based firms and individuals;
  - C. Financial records and payments shall comply with all federal regulations;
  - D. The Subrecipient agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD during the Subrecipient's normal business hours.
  - E. The Subrecipient agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
  - F. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subrecipient agrees that client information collected pursuant to this Agreement shall be maintained in a secure and confidential manner, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
20. A default on this Agreement shall constitute any failure or refusal to perform any obligation which either party to this Agreement is obligated to perform. The failure to correct any such default in a reasonably timely manner shall constitute a breach of this Agreement.
21. In the event that the City believes that the Subrecipient has defaulted on any obligation required of it under this Agreement, the City shall provide the Subrecipient with a written notice which describes the nature of the default and the Paragraph of this Agreement believed to be in default. The Subrecipient shall have fourteen (14) calendar days in which to (i) fully cure the default; (ii) submit a plan of correction which specifically describes the means and reasonable timeframe by which the default will be corrected; or (iii) which provides evidence insofar as why the Subrecipient believes it is not in fact in default. If the Subrecipient presents a plan for correcting the default, the City, within its reasonable discretion may accept, reject or provide an alternative plan of correction. The City's discretion shall be final. In the event that the Subrecipient fails to correct the default as hereinbefore

provided, the Subrecipient shall be deemed in breach of the Agreement.

22. In the event of a default or breach of this Agreement, the City shall have the right to take one or more of the following actions:
- A. Direct the Subrecipient to submit progress schedules for completing approved activities;
  - B. Issue a letter of warning advising the Subrecipient of the default, establishing a date by which corrective actions must be completed and putting the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
  - C. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
  - D. Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
  - E. Reduce or recapture the grant authorized herein;
  - F. Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
  - G. Other appropriate action including, but not limited to, any remedial action legally available.
23. Subrecipient shall submit regular quarterly 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. Nothing herein shall be deemed, construed or interpreted as prohibiting the City from requesting and the Subrecipient from providing Progress Reports on a more frequent basis or when requested.
24. Notices and communications under this Agreement shall be directed as follows:
- TO THE CITY: Kelly H. Mierkowski, Manager  
Grants Management Division  
Dept. of Community Development Services  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801
- TO THE SUBRECIPIENT: Nancy McClellan-Hickey, Executive Director  
Persons Assuming Control of Their Environment  
1317 E. Florida Avenue  
Urbana, Illinois 61801
25. Any notice required to be given pursuant to this Agreement may be given in any one or more of the following ways and such notice shall be deemed effect as hereinafter stated:
- A. By certified or registered U.S. First Class Mail with return receipt requested in which case if such notice is placed in a properly addressed envelope bearing proper postage, such notice shall be deemed effective four (4) days after placement with the U.S. Postal Service.
  - B. By overnight courier services in which case if such notice is properly directed with courier

service fees paid for by the sender, such notice shall be deemed effective the next business day after delivery.

- C. By facsimile if the sender's facsimile machine provides a printed receipt which acknowledges that the recipient's facsimile machine received the transmission, such notice shall be deemed effective the next business day after delivery.

26. In the event of a dispute between the parties to this Agreement, the parties, before filing any court action, shall jointly select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, either party may file and maintain an action in the Circuit for the Sixth Judicial Circuit, Champaign, Illinois. The law of the State of Illinois shall govern any and all actions to enforce, construe and/or interpret this Agreement.

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

**CITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBRECIPIENT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The undersigned understands and agrees that it is a Subrecipient of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color,

creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to opportunities in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient further agrees to the following:

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

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT B ASSURANCES**

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

1. It possesses legal authority to receive CDBG Program funds from the City and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement, including all understandings and assurances contained herein, and directing and designating the authorized representative of the Subrecipient to act in connection with the Agreement and to provide such additional information as may be required.
3. The City of Urbana's CDBG Program has been developed so as to give maximum feasible priority to activities which will benefit very low-income families. As a subrecipient of CDBG Program funds, Subrecipient agrees to give maximum feasible priority to very low-income families when administering the Subrecipient program described herein.
4. It will comply with the regulations, policies, guidelines, and requirements of OMB Circular A-122 as they relate to the acceptance and use of Federal funds for this federally-assisted program.
5. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-110.
6. It will comply with all regulations, policies, guidelines, and requirements of OMB Circular A-133 as they relate to audits of non-profit organizations. Audits shall be conducted annually.
7. It will comply with
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measure necessary to effectuate this assurance.
  - B. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provide that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.
  - C. Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management/Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subrecipients are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in “rights to Inventions made by Non-Profit Organizations and Small Business Firms” (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - a. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
  - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subrecipient shall establish

procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subrecipient shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subrecipient may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website ([www.epls.gov](http://www.epls.gov)) or any other approved method.

- 8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

- 10. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

These assurances are signed with regard to Subrecipient Project No. 1516-CSSP-03 of the Urbana CDBG Program.

\_\_\_\_\_  
Subrecipient: Chief Executive Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**ATTACHMENT C  
STATEMENT OF SPECIAL CONDITIONS**

Subrecipient understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subrecipient Project No. 1516-CSSP-03 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subrecipient to receive CDBG Program Assistance for Subrecipient Project No. 1516-CSSP-03.

1. This Agreement is contingent upon Subrecipient operating the Scope of Service herein outlined during the period July 1, 2015 - June 30, 2016.

**SCOPE OF SERVICE**

As stated in the Application submitted by the Subrecipient, which is incorporated herein as part of this Agreement and attached as Attachment D: Subrecipient Application.

2. Subrecipient shall be responsible for administering the program herein described, utilizing funds from the CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities eligible under the CDBG Program.

A. Program Delivery

The Subrecipient shall provide a suitable living environment which includes increasing access to quality services. Services provided by the agency include various activities that aim to augment the knowledge of potential personal assistants and potential employers of personal assistants.

B. General Administration

The Subrecipient shall provide all necessary staffing, materials, meeting sites, and anything else necessary to facilitate the services/project described above. Subrecipient shall maintain records related to the number of persons served under this grant along with documentation of income eligibility, as well as appropriate financial documentation of the expenses of the program and how funds received under this Agreement are disbursed.

3. Subrecipient certifies that activities carried out with funds provided under this Agreement shall meet one of the CDBG Program's National Objectives which is to benefit low-income persons as defined in 24 CFR Part 570.208. Therefore Subrecipient understands and agrees that activities funded under this Agreement shall benefit families/individuals within the following income guidelines. Income limits are subject to periodic revision by HUD.

<u>Family Size</u>	<u>Income Not To Exceed</u>	<u>Family Size</u>	<u>Income Not To Exceed</u>
1	<u>\$38,050</u>	5	<u>\$58,650</u>
2	<u>\$43,450</u>	6	<u>\$63,000</u>
3	<u>\$48,900</u>	7	<u>\$67,350</u>
4	<u>\$54,300</u>	8	<u>\$71,700</u>

4. In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program service:



- A. Total Number of Persons To Be Served: Agency is currently serving 30 persons but has the capacity to serve 70 persons.
  - B. Subrecipient shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.
5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$3,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subrecipient as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subrecipient within 21 calendar days of receipt of an acceptable billing from Subrecipient. Acceptable billing shall include such documentation as outlined herein.

LINE ITEMS AND DOCUMENTATION NEEDED:

K09-1-5300-\_\_\_\_\_

- A. **The initial request for reimbursement submitted by the Subrecipient to the City shall include the following supporting documentation: canceled checks, and paid receipts or copies of invoices.**
  - B. **FOR Public Service Grants: With each subsequent request for reimbursement on a quarterly basis, Subrecipient shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subrecipient). Ethnic information for each person served shall also be submitted.**
  - C. **FOR Public Facility Grants: The Subrecipient shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; an Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.**
6. Subrecipient agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
7. Subrecipient agrees to submit Quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and no later than July 31<sup>st</sup>. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
8. Subrecipient agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122, and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

9. Records maintained by Subrecipient pursuant to this Agreement shall be available for inspection upon request by the City and HUD.

Name of Subrecipient: \_\_\_\_\_

Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
SUBRECIPIENT APPLICATION**



**UNAPPROVED  
MINUTES  
COMMUNITY DEVELOPMENT COMMISSION MEETING  
Tuesday, July 28, 2015, City Council Chambers  
400 South Vine Street, Urbana, IL 61801**

**Call to Order:** Chairperson called the meeting to order at 7:05pm.

**Roll Call:** Kelly H. Mierkowski called the roll. A quorum was present.

**Commission Members Present:** Fred Cobb, Janice Bengtson, Brian Cunningham (entered at 7:18pm), Chris Diana., Lisabeth Searing, Lauren Karplus, and Jerry Moreland.

**Commission Members Excused/Absent:** Anne Heinze Silvis

**Others Present:** Kelly H. Mierkowski, Matt Rejc and Maximillian Mahalek, Community Development Services.

**Approval of Minutes:** *Chairperson Cobb asked for approval or modifications to the June 23, 2015 minutes. Commissioner Bengtson said her last name was misspelled. With that correction, Commissioner Diana moved to approve the minutes and Commissioner Searing seconded the motion. The motion carried unanimously.*

**Petitions and Communications:** Chairperson Cobb asked if there was any written communication to the Commission; there were none.

**Audience Participation:** Chairperson Cobb asked if there was anyone in the audience who wished to speak, there were none. Kelly H. Mierkowski introduced Maximillian Mahalek, the CD Associate in the Planning Division, who had a slide presentation for the Commission. Mr. Mahalek said he would have to email the presentation since he was unable to load to slideshow to be visible to the commission. As part of his Capstone for his graduate degree in Urbana Planning, he did a project which focused on the area centered at Silver and Vawter. He was looking for planning solutions for to address the issues of building safety and crime in the area bordered by Cottage Grove on the west side, Philo Road on the east, Colorado Drive on the north and Mumford on the south side.

The reason this area was chosen is because of the concern by residents over the last few years about building safety and an increase in crime in the area. Mr. Mahalek clarified for the commission that any of the opinions expressed by him were his own and not those of the City of Urbana. He said the demographic measurements, provided by information from the U. S. Census Bureau for the area, were much like the rest of the City but differed in things such as lower median household income, higher vacancy in rental units, higher poverty rate, and higher use of food benefit stamps. In that area there are 447 residences and Yankee Ridge Elementary School attracts people to the community. As of April 2015 there are 17 Section 8 vouchers in the area, which is up from the number used a few years ago. In the past 10 years there has been a major shift away from student renters in the neighborhood.

Mr. Mahalek stated that in walking around the neighborhood he observed issues like broken windows and gates and fences that are falling apart. In addition, there are multiple safety issues that exist due to the original design of the units, like exposed staircases and doorways, which are falling apart, a lack of windows overlooking the streets, recessed entrances and entrances hidden by trees, as well as enclosed public spaces.

The eastern part of the neighborhood is zoned very densely and the west part of the neighborhood is low density, showing a sharp gradient in density in the neighborhood. There is a property on South Cottage Grove which is a single family home, but is zoned as R5, which would allow a multiple family unit to be built on the property if it were redeveloped. Mr. Mahalek showed a map with maintenance issues in the area, which are in the multifamily buildings. Greenways on the corner of Brighton and Harding, which are part of the complex there, are used by people trying to evade the police.

Crime trends show that the area is on Beat 65 and the period between January and October of 2014 had the second number of crimes in the City, which has decreased since 2011. 2012-2014. The crimes committed most in the neighborhood are battery, theft, vandalism and drugs, with a decrease in motor theft, burglary and vandalism and an increase in weapons charges, child endangerment, and assault. The map shows most of the crime occurring in the multifamily areas that have design issues.

Mr. Mahalek presented the City's responses to the problems in the area over the last several years. In 2007 rental registration was implemented, which regulated landlords, and has been seen as a success in the area. A concern to some property managers in the area was that they are not necessarily being notified on a timely basis by landlords about changes in regulations that require something to be corrected for a property. In addition, funding for property updates has to come from the landlord. If the landlord takes several months to get the funding to the property manager, it can result in the property manager being in violation of the regulation.

In 2010, the aggravated nuisance ordinance was put into effect. This ordinance was meant to help correct building safety issues as well as crime related concerns and it has been very effective at several properties. In discussing the effectiveness of this ordinance with the police department, the opinion was that an ordinance violation requiring correction to one building should also require the same correction be made in neighboring buildings belonging to the same landlord, so that consistency is maintained in the same area. The police have increased their patrols in the area, although apartment tenants have voiced opinions that the police seemed to relate better to homeowners than tenants of multifamily buildings.

What can a planning department do? LEAD Neighborhood Design or APA Smart Principles of Growth have ideas for how to establish a community but details are vague. Eyes on the street or making sure there is access for emergency responders but nothing about how to reach something within certain neighborhoods. One model plan that seems to be growing in popularity, which is Crime Prevention through Environmental Design or CPTED. The four main areas in this design are natural surveillance, territoriality, and maintenance and access control. Natural surveillance allows "eyes on the street"; maintenance shows that the building is not vacant and someone lives there; access control is safety, such as safe doors and fences; and territoriality involves showing a distinct line between private property and public property. There was success in some Florida communities using the CPTED principles. Plenty of

lighting, no hidden entrances, public spaces that weren't hidden, landscaping and fences that would not provide hidden areas all helped to reduce the opportunity for crime in the areas.

Before suggesting that Urbana go ahead and follow this type of plan, Mr. Mahalek conducted an online survey, as well as interviews to see what the community thought about it. Most respondents to the online survey were homeowners which wasn't a true representation of the neighborhood population. Their responses showed that they were interested in more landscaping, lower density and more upscale businesses, along with an interest in City providing some sort of design controls for multifamily homes.

After receiving the responses from the online survey, Mr. Mahalek conducted interviews, focusing mainly on the apartment tenants. Their responses showed an interest in how the buildings are redeveloped, since those are their homes. They would like to see the Southeast Neighborhood Association reach out to the tenants more, as well as more youth programs and more trash cleanup. Some of the property managers have "quality of life" clauses in their leases, which basically state that tenants causing problems for their neighbors could lose their lease. Tenants thought that clause was helpful in the cases of problem neighbors and would like to see that continued in leases.

As a result of the responses to his survey, Mr. Mahalek had several recommendations. First is design control and achieving the improvements of design by offering incentives to private investors, possibly offering CDBG funds for street lighting and other safety issues. Going to the Urbana Business Association to help attract more businesses to the Philo Road Business District might help. Also trying to attract students to the area by having the MTD advertise the convenience of business and bus transportation in the area might be helpful. Playgrounds, neighborhood watch programs, neighborhood cleanup events could all be helpful in improving the area. After discussion, Ms. Mierkowski said she would forward the PowerPoint presentation and the contact information for Mr. Mahalek to the Commission.

**Staff Report:** Kelly H. Mierkowski, Grants Management Division Manager, provided a brief overview of the staff report provided to the Commissioners that evening, which included staff activities, meetings attended and various projects.. Ms. Mierkowski stated that she attended a region-wide environmental training, which took place in Indianapolis at the end of June, and included all of the major cities in the region. She said after the training the staff went through and did the environmental reviews for their projects and those are out for public comment. Ms. Mierkowski stated that this being the end of the fiscal year, staff is busy closing out activities for the past fiscal year and setting up activities for the new fiscal year. She introduced Matt Rejc who is a CD associate, and will be presenting items later.

Ms. Mierkowski informed the commission that the City of Urbana won a bid in they had put in with the City of Champaign to host a Regional Neighborhood Networking Conference in Champaign-Urbana. The conference will take place in the fall of 2016. She said they are putting together a planning committee for the conference and would like two to five Urbana residents who might be interested, as well as a commissioner if one is interested. Meetings for the planning committee will take place over the next year.

**Old Business:** None

**New Business:**

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Senior Services)**

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Champaign County Regional Planning Commission – Youth Assessment Center)**

**A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Persons Assuming Control of Their Environment – Personal Assistance, Project)**

Matt Rejc, CD Associate, stated that City Council has finished discussion about how to distribute Consolidated Social Service Funds to agencies that had applied for it. They also decided how to distribute the \$5000 of CDBG money that is also being used for this. It was decided that the money will be distributed to two agencies, Champaign County Regional Planning Commission for the Youth Assessment Center and Senior Services Program, and Persons Assuming Control of Their Environment (PACE), for their Personal Assistance program.

Mr. Rejc would like the commission to decide whether they want to forward the resolution approving the CDBG funds for this fiscal year to the City Council with recommendation for approval. The Grants Management Division will monitor the use of all funds. On March 24 the City Council developed a list of the priorities for use of the CDBG funds. Those priorities were seniors and youth, homelessness and special needs populations. All three programs from the two agencies touch on at least one of those priorities.

The allocation of funds will be as follows:

- \$1,500 to the Senior Services Program, \$750 of which would be from CDBG Funds.
- The Youth Assessment Center would receive \$3,800, with \$1,250 from CDBG Funds.
- The Personal Assistance Program would receive \$6,000, with \$3,000 from CDBG Funds.

Mr. Rejc informed the Commission that it has the option to forward the resolutions with Champaign County Regional Planning Commission, Senior Services, Youth Assessment Center and Persons Assuming Control of Their Environment to the City Council with recommendation for approval. It could also forward the resolution with recommended changes, or not approve the resolution.

As far as fiscal impact to the City General Fund, there will be none, as federal grant money will be used. Staff does recommend approval of the resolutions. The agreements are now under review by the City Attorney and are subject to change. There would be no negative impact on the Community Development program or funding.

The options of the commission are to forward the resolutions approving the agreements, forward the resolutions approving the agreements with suggested changes, or do not make a recommendation for approval. Chairperson Cobb entertained a motion to forward the resolution to City Council with a recommendation for approval, forward it with a recommendation for approval with changes, or not recommend for approval. Commissioner Cunningham recommended that the resolution be forwarded to the City Council for approval; Commissioner Karplus seconded. Motion carried.

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND COMMUNITY ELEMENTS;**

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CRISIS NURSERY;**

**A RESOLUTION APPROVING AN EMERGENCY SOLUTIONS GRANT PROGRAM (FY 2015-2016) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND THE SALVATION ARMY.**

Mr. Rejc stated that as in the past with ESG funding, the City of Urbana has been chosen by the Champaign County Continuum of Care to be the sole recipient of those funds and will subgrant those funds out to different subrecipients. The options of the commission are to recommend approval of the three subrecipient agreements for the Community Elements Time Center, Crisis Nursery, and The Salvation Army, forward the resolutions approving the agreements with suggested changes, or do not make a recommendation for approval.

On June 24, 2015, the City of Urbana received notice from the Illinois Department of Human Services that their ESG application had been approved for \$51,652. Two days later the City executed its agreement with the Department of Human Services and is now required to execute its subrecipient agreements with the three agencies that were mentioned.

There will be no fiscal impact on the City General Fund or the Community Development Funding. Community Elements will receive \$21,406.10, Crisis Nursery will receive \$6,239.81, The Salvation Army will receive \$10,248.96 and the City of Urbana will receive \$1,360.55 for the administration of the program. In addition \$12,396.58 will be directed for Direct Street Outreach activities. The use of these funds is in line with FY 2015-2019 Consolidated Plan. Staff recommends that the Commission forward the resolutions to the City Council with recommendation for approval.

Commissioner Karplus asked for an explanation about what the Direct Street Outreach Program is. Ms. Mierkowski explained that some of the money designated for Direct Street Outreach could go to emergency family shelter, or the Canteen Run which provides water, food and clothing to people on the street. There are several different agencies that could use the funding. An application process for agencies to apply for the funding would be made available and the agency with the best application would receive the funding for their program.

Commissioner Moreland asked if there is a way that the agencies notify the community about their programs. Ms. Mierkowski said she could have some of the agencies attend a future meeting to tell the Commission how they go about letting the public know what programs are available and exactly how the funds are used by the agency. Chairperson Cobb recommended that after a vote, the Commission could include in the recommendation that the City Council require the agencies publicize in an effective way to let people know what programs are available.

Chairperson Cobb entertained a motion to forward the resolution to City Council with a recommendation for approval, forward it with a recommendation for approval with changes, or not recommend for approval. Commissioner Moreland recommended that the resolution be forwarded to the City Council for approval, along with communication to the public about available programs; Commissioner Searing seconded. Motion carried.

**Study Session:** No items for this agenda.

**Adjournment:** Seeing no further business, Chairperson Cobb adjourned the meeting at 8:05pm.

Recorded by  
Kay Meharry,  
Administrative Assistant II

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*UNAPPROVED*