



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor

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

DATE: August 30, 2016

SUBJECT: A RESOLUTION AUTHORIZING ENTERING INTO AND EXECUTION OF AN ILLINOIS ARTS COUNCIL AGENCY GRANT AGREEMENT

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE FOR FY 2016-2017 (GRANT AWARD FOR THE URBANA PUBLIC ARTS PROGRAM)

Introduction

The purpose of the proposed resolution (**Attachment A**) is to enter into and execute an Illinois Arts Council Agency (IACA) grant agreement (**Attachment B**). IACA’s funding is awarded to exceptional arts organizations and organizations with significant arts programming. The \$6,800 award will assist the Urbana Public Arts Program in its efforts to foster a city where all residents can engage in the arts and where artists thrive and are valued. There is a separate ordinance (**Attachment C**), also on this agenda, revising the annual budget ordinance to reflect changes in both revenue and expenditures in association with this grant.

Background

IACA, a state agency, provides operating and technical support to organizations and programs statewide. In doing so, the agency helps keep Illinois’ arts sector vital, vibrant, and accessible to all. IACA’s Program Grant funds provide unrestricted support to established not-for-profit organizations that create a meaningful impact in their communities through high-quality arts programming.

The Urbana Public Arts Program applied to IACA’s Program Grant in April 2015. IACA recently notified the Program that it has been awarded \$6,800 in unrestricted program support. This is the sixth time that the Urbana Public Arts Program has been the recipient of an IACA grant since 2011, with past grant amount ranging between \$1,750 and \$4,250. The award will be used to fund arts programs and events, and to increase hours for the Public Arts Intern position.

Fiscal Impact

The IACA grant will have a neutral impact on the fund balance because expenditures will be budgeted to match the entire amount of this grant. The grant revenue and the corresponding expense line will increase the program's operating budget by \$6,800 for the current fiscal year.

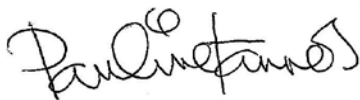
Options

1. Approve the attached resolution authorizing entering into and execution of an Illinois Arts Council Agency grant agreement and the separate ordinance revising the annual budget ordinance for FY17 (IACA Program Grant).
2. Approve the attached resolution authorizing entering into and execution of an Illinois Arts Council Agency grant agreement and the separate ordinance revising the annual budget ordinance for FY17 (IACA Program Grant) with changes.
3. Deny the attached resolution authorizing entering into and execution of an Illinois Arts Council Agency grant agreement and the separate ordinance revising the annual budget ordinance for FY17 (IACA Program Grant).

Recommendation

Staff recommends that the City Council approve the attached resolution authorizing entering into and execution of an Illinois Arts Council Agency grant agreement and the separate ordinance revising the annual budget ordinance for FY17 (IACA Program Grant).

Prepared by:



Pauline Tannos
Public Arts Coordinator

- Attachment A. A Resolution Authorizing Entering Into and Execution of an Illinois Arts Council Agency Grant Agreement
- Attachment B. IACA Program Grant agreement
- Attachment C. An Ordinance Revising the Annual Budget Ordinance for FY 2016-2017 (IACA Program Grant)

RESOLUTION NO. 2016-09-060R

**A RESOLUTION AUTHORIZING ENTERING INTO AND EXECUTION OF AN
ILLINOIS PUBLIC ARTS COUNCIL AGENCY GRANT AGREEMENT**

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 promotes the presentation and display of various art forms within the City for the welfare of citizens of the City and others; and

WHEREAS, the Illinois Arts Council Agency promotes various art forms within the State of Illinois including the issuance of grants to municipalities to promote and foster their support for and presentation of various art forms within their respective municipalities; and

WHEREAS, the City has applied for and the Illinois Arts Council Agency has approved the City's application for a grant for the promotion of one or more art forms within the City.

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

Section 1. The Illinois Arts Council Agency's grant in the amount \$6,800.00 shall be and is hereby accept by the City pursuant to the terms and conditions as substantially provided for in the Grant Agreement appended hereto and made a part hereof.

Section 2. The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to enter into and execute the Grant Agreement in substantially the form appended hereto and made a part hereof and to undertake such additional steps as may be necessary for the City to receive

the Grant and to arrange for the City's compliance with the terms and conditions contained in the said Grant Agreement without further actions by the City Council.

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



Grant Agreement

Grant Number: 20160532

THIS AGREEMENT, made by and between the ILLINOIS ARTS COUNCIL AGENCY, an agency of the State of Illinois (hereinafter referred to as AGENCY) and

NAME: City of Urbana
ATTN: Laurel Prussing
ADDRESS: 400 S Vine St
CITY: Urbana, IL 61801-3336

(hereinafter referred to as GRANTEE).

The AGENCY and GRANTEE hereby agree as follows:

1. Upon execution of this contract, AGENCY agrees to make a lump sum grant payable to GRANTEE in the amount of **\$6,800.00** from State funds for the following program (hereinafter referred to as PROJECT): **for Public Arts Program operating support**

SPECIAL CONDITIONS:

2. All grant monies payable hereunder shall be expended by GRANTEE for PROJECT between **September 15, 2015** (beginning date) and **November 30, 2016** (ending date).

Additionally:

- (a) Except as provided in 2a (below) GRANTEE may expend grant monies for PROJECT expenses incurred between the beginning date above and the ending date of this AGREEMENT, as described in its application to the AGENCY.
- (b) GRANTEE agrees that all funds issued by AGENCY pursuant to this AGREEMENT shall be expended only for the specific project described herein.
- (c) If, for any reason, GRANTEE needs to extend the term of this AGREEMENT, application must be made in writing to the AGENCY prior to the above ending date of PROJECT. If no extension has been requested of, and approved by, the AGENCY, any monies payable hereunder remaining after the completion of the PROJECT, or after the date set forth above, must be returned to the AGENCY within 45 days.

2a. Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work, as approved by the Illinois Arts Council Agency. If not clearly identified in Scope of Work, any costs incurred prior to this Agreement will be disallowed.

3. GRANTEE agrees that credit shall be given AGENCY on all public notices, publicity, printed programs, public media, and other applicable material. The following language shall be used in such notices:

'This program is partially supported by a grant from the Illinois Arts Council Agency.'

4. GRANTEE agrees to the following with respect to reports on this grant:

- (a) To submit to AGENCY no later than thirty days after the ending date of PROJECT a Final Report consisting of Financial and Narrative components prepared according to instructions provided.
- (b) To comply with any subsequent requirements which may be adopted by AGENCY with respect to grant reporting.

5. If the grant amount awarded in this contract is in excess of \$25,000, GRANTEE agrees to the following: To submit to the AGENCY quarterly reports within thirty days after the end of each quarter, which describe the progress of the program, project, or use and the expenditure of the grant funds related thereto **Failure to submit timely and acceptable reports will jeopardize the receipt of future funds from AGENCY.**

6. The GRANTEE agrees to the following:

- (a) to account for grant expenditures separately. If separate accounting is not feasible, all grant expenditures shall be properly identified in the records.

(b). to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three (3) years from the last action on the contract.

GRANTEE further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, the purchase agency and Attorney General.

(c). upon request, to make available to AGENCY and the General Assembly of the State of Illinois all audited and unaudited financial statements for each year in which a grant was received from AGENCY. AGENCY shall have unlimited access to the accounts, books, records, and other financial documents of GRANTEE supporting information stated in GRANTEE'S application for AGENCY funds or any subsequent documentation regarding PROJECT funded hereunder.

7. Any and all patents, copyrights, or other legal interests in and to PROJECT, or materials generated in pursuance of PROJECT, shall be the sole and exclusive property of GRANTEE or GRANTEE'S design. GRANTEE, however, agrees to supply AGENCY with access to publicity or related activities contemplated hereunder, and hereby grants to AGENCY free and unlimited license to use such information for such purpose as AGENCY, in its sole discretion, shall determine.

8. GRANTEE agrees that no monies payable hereunder shall be used for the purchase of permanent equipment, capital improvements or construction, to pay balance of GRANTEE'S previous year's deficit (except as authorized in 2a), out-of-state touring, or subsidizing an individual's academic study.

9. GRANTEE agrees that it is illegal for anyone receiving assistance from the Illinois Arts Council Agency to discriminate on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity supported in whole or in part by funds provided hereunder.

10. If funds provided hereunder are used in whole or in part for employment of any person, GRANTEE further agrees that no person shall be discriminated on the basis of, including but not limited to, race, color, religion, sex, sexual orientation, sexual harassment, national origin, ancestry, citizenship status, disability, age, order of protection status, marital status, arrest record, military status, unfavorable discharge from military service, pregnancy, and retaliation, while otherwise qualified, be denied equal opportunity in the hiring process, or be otherwise discriminated against with respect to compensation, terms, conditions, or benefits of employment.

11. GRANTEE agrees that it shall fully comply with all rules, regulations, and other requirements now existing or which may hereafter be adopted by AGENCY with respect to GRANTS of this nature.

12. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.

13. 30 ILCS 705/10 requires all interest earned on grant funds held by GRANTEE to become part of the grant principal when earned and be treated accordingly for all purposes. If the cost of accounting for the interest or allocating the interest to principal is significant in terms of the amount of interest received, then the interest earned on grant funds may be retained by GRANTEE. Interest earned on grant funds, held by GRANTEE after the expiration of the grant, becomes part of the principal and is subject to recovery under 30 ILCS 705/4.

14. GRANTEE certifies under oath that:

(a). It is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the grantee has made an admission of guilt of such conduct which is a matter of record. The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(b). It is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a grantee from entering into a contract with a State agency if the grantee, or any officer, director, partner, or other managerial agent of grantee has been convicted of within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the grantee is in violation of Subsection (e). The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(c). It is not a trustee or beneficiary of a land trust.

(d). It will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. If employing 25 or more employees and this contract is worth more than \$5,000, it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

(e). It and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-aa. Section 50-11 prohibits a grantee from entering into a contract with a State agency if the grantee knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The grantee further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

(f). It is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a grantee from entering into a contract with a State agency if the grantee has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The grantee further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

(g). All professional performers and related or supporting personnel so employed shall receive not less than the prevailing minimum compensation as determined by the Secretary of Labor. Labor standards are set out in 29 CFR Part 505 'Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities.' Copies of this regulation may be obtained by writing to the Grants Office, National Endowment for the Arts, Nancy Hanks Center, 1100 Pennsylvania Avenue N.W., Washington, D.C. 20506-0001.

(h). No part of any project or production will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees so engaged. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

(i). Grantee is not now suspended or debarred from Federal sponsorship of grant funding. Suspension of a grant is an action by a Federal sponsoring agency that temporarily suspends Federal sponsorship of the grant pending corrective action by the recipient or pending a decision to terminate the grant by the Federal sponsoring agency. Termination of a grant means the cancellation of Federal assistance, in whole or in part, at any time prior to the date of completion. If you or your organization is suspended or debarred by one Federal agency, you are suspended or debarred by all Federal agencies.

(j). Grantee certifies that it has not retained a person or entity to attempt to influence the application process for compensation contingent in whole or in part upon the decision as per 30 ILCS 500/50-38.

(k). All information in this grant agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon such certification.

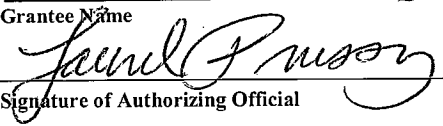
15. As part of each grant agreement, GRANTEE acknowledges and agrees that should they provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply: the contract may be void by operation of law, the State may void the contract, and the grantee may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

16. The grant will be matched by a minimum grantee cash match of \$6,800.00 from non-state sources.

ILLINOIS ARTS COUNCIL AGENCY:

by _____
TATIANA GANT
Executive Director
By Yazoo Hall
Chief Of Operations/CFO

GRANTEE:

CITY OF URBANA
Grantee Name
by 
Signature of Authorizing Official
LAUREL PRUSSING
Name of Authorizing Official
Mayor of Urbana, 8/19/16
Print Title And Date

ORDINANCE NO. 2016-09-083

**AN ORDINANCE REVISING THE
ANNUAL BUDGET ORDINANCE FOR FY2016/17
(Public Arts Grants)**

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2016, and ending June 30, 2017, (the “Annual Budget Ordinance”) has been duly adopted according to Sections 8-2-9.1 et seq. of the Illinois Municipal Code (the “Municipal Code”) and Division 2, entitled “Budget”, of Article VI, entitled “Finances and Purchases”, of Chapter 2, entitled “Administration”, of the Code of Ordinances, City of Urbana, Illinois (the “City Code”); and

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

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

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

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

Section 1. That the Annual Budget for FY2016/17, as revised, is hereby revised to provide as outlined in the attached Exhibit A.

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

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

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

AYES:

NAYS: _____

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

Budget Amendment 2016/17 - Exhibit A

		<u>Current Budget</u>	<u>Revised Budget</u>	<u>Difference</u>	<u>Reason</u>
Public Arts Fund					
<u>Revenues</u>					
L19-0-0106-0000	Donations/Grants/Events revenues	51,750	60,550	8,800	\$6,800 grant - Illinois Arts Council Agency & \$2,000 from Community Foundation of East Central Illinois
<u>Total Revenues</u>		<u>67,450</u>	<u>76,250</u>	<u>8,800</u>	
<u>Expenditures</u>					
L19-1-2200-1200	IACA intern	-	1,200	1,200	IACA grant
L19-1-2200-1855	FICA (IACA intern)	-	92	92	IACA grant
L19-1-1300-3020	IACA program	-	5,508	5,508	IACA grant
<u>Total Expenditures</u>		<u>74,714</u>	<u>81,514</u>	<u>6,800</u>	
<u>Ending Fund Balance</u>		<u>55,393</u>	<u>57,393</u>	<u>2,000</u>	