



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

ADMINISTRATION

M E M O R A N D U M

TO: Bruce K. Walden, Chief Administrative Officer

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

DATE: January 6, 2005

RE: **Illinois Department of Natural Resources
Tree Trimming Grant**

INTRODUCTION

The City Arborist applied for and received a \$12,000 matching (50/50) grant from the Illinois Department of Natural Resources [IDNR] Urban and Community Forestry INNER CITY Forest Revitalization Program. See attached grant document. This program grant is used for the trimming of city parkway trees. The City of Urbana was the only downstate community to apply for the Urban and Community Forestry Grant through the INNER CITY INITIATIVE, sponsored by the Governor's Office. The City's sole application allowed the City to receive a maximum of \$12,000 for tree trimming purposes.

The area that will benefit from this grant is bounded by Bradley Avenue, University Avenue, Lincoln Avenue, and Wright Street. This tree trimming project will help the City to address hazard abatement and maintenance pruning of city trees for the public safety of our citizens. The City's Tree Maintenance Pruning Program is a preventative style of street tree maintenance that provides clearance and corrective pruning for the entire tree. The residents of this area will enjoy improved tree clearance of street, sidewalks, driveways, and homes, and experience less storm related damage after the pruning work is complete.

FISCAL IMPACT

The current budget has contract tree trimming money in the amount of \$30,000 from the Capital Improvement Fund. This \$12,000 Grant will be matched with monies from this fund, which will all be targeted toward tree trimming efforts.

RECOMMENDATION

It is recommended that AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE (Tree Trimming Grant) be approved.

WRG:klf

Attachments: Ordinance
Letter and Contract from IDNR

ORDINANCE NO. 2005-01-006

**AN ORDINANCE
REVISING THE ANNUAL BUDGET ORDINANCE
(Tree Trimming Grant)**

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

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

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

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

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

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

FUND:	Capital Improvement	
ADD EXPENSE	Tree Trimming	\$12,000
ADD REVENUE	State Grant	\$12,000

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

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

PASSED by the City Council this _____ day of _____,

_____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,

_____.

Tod Satterthwaite, Mayor



Illinois Department of Natural Resources

One Natural Resources Way Springfield Illinois 62702 1271
<http://dnr.state.il.us>

Rod R. Blagojevich Governor

Joel Brunsvold Director

October 15, 2004

Michael Brunk
City of Urbana Public Works Dept
706 South Glover Ave
Urbana IL 61802

Dear Mr. Brunk

Attached please find a contract for the Urban and Community Forestry INNER CITY Forest Revitalization INITIATIVE grant effective through May 30, 2005. No payments can be made after the effective date of the contract. No expenditures prior to IDNR Director Joel Brunsvold's signature can be reimbursed.

A progress report is due in our office by January 1, 2005. Any changes to this contract must be made in writing.

If you have any questions, please contact me by phone or at rhildebrandt@dnrmail.state.il.us

Sincerely

Renee Hildebrandt
Urban Conservation Program Admin
217-785-8771 phone
217 785-2438 fax

Enclosure Urban and Community Forestry INNER CITY Forest Revitalization Grant Contract



**FY 2005 URBAN AND COMMUNITY FORESTRY ASSISTANCE
GRANT PROGRAM**

**THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES,
AND**

CITY OF URBANA

hereinafter referred to as the GRANTEE

GRANT # UF05INNERCITY09

This agreement is made under the authority of the Urban and Community Forestry Assistance Act [30 ILCS 735] and the 17 Illinois Administrator Code Part 1538. In view of mutual covenants herewith contained, the parties agree as follows:

- 1 EFFECTIVE DATES OF AGREEMENT** This agreement shall not be in effect until the date of the Director's signature upon execution and shall terminate on May 30, 2005.

This agreement may be terminated by either party upon thirty days written notice. Upon termination, the GRANTEE shall be paid for work satisfactorily completed, delivered to and accepted by the DEPARTMENT prior to the date of termination. The DEPARTMENT may terminate the agreement for unsatisfactory performance by giving the GRANTEE written notice. Termination for unsatisfactory performance shall be effective immediately upon receipt of such written notification.

- 2 GRANT AMOUNT** In consideration of the services rendered under the terms of this Agreement, the DEPARTMENT shall reimburse the GRANTEE up to the maximum payable amount of \$12,000.00. The GRANTEE agrees to contribute at least 50% of the project costs from sources other than State or Federal government. As per the grant proposal application, the total project funding to be expended in order to complete the project is \$24,000.00. The Grantee agrees to provide all funds necessary to complete the project and to cover project costs. Said costs should be at least 50% expenditure of funds and a minimum of 50% local contribution. No in-kind contributions will be reimbursed but can be used as local match. Travel is not a reimbursable expense from these grant funds. No equipment purchases or land acquisitions will be reimbursed through this grant Agreement nor can they be used for in-kind contribution.

The GRANTEE shall spend a minimum of \$12,000.00 in order to qualify for the \$12,000.00 reimbursement for the approved project.

- 3 WORK PRODUCTS** The GRANTEE during the period of this Agreement shall complete the project outlined as specified in the grant proposal submitted to the Department unless otherwise noted in the contract. Said grant application proposal is specifically incorporated in this agreement in Attachment C. In accordance with their application, the Grantee shall promote Tree Care for

Public Safety in Management Area 9 during the period of this Agreement. All documents, including reports and all other work products produced by the Grantee under this Agreement with funds provided by this Agreement, shall become and remain joint property of the State and Grantee.

The work of tree planting when a part of the project and when done under contract with or on behalf of the Grantee is subject to the Illinois Prevailing Wage Act. The Act requires that employees be paid at the current established prevailing rate of pay for each classification of work in the locality where the work is performed. The Act requires that the call for bids specify the project is subject to the Act, that the bid specifications and contract contain a reference to the coverage of the Act, and a copy of the most recent state prevailing rates of pay, and that any labor bonds also contain a reference to the applicability of the Act. The attached Tree Planting Specifications should be used as a guide for all projects.

A Status Report outlining the progress made on the contract will be due January 1, 2005 and submitted to Illinois Department of Natural Resources, Attn Urban and Community Forestry Grant Program Admin , One Natural Resources Way, Springfield, IL 62702-1271

- 4 **CHANGES TO WORK PRODUCT** Any requests for changes to the approved project require prior approval and shall be submitted in writing to the DEPARTMENT for written verification and authorization. Changes not having prior approval will be subject to the potential on not being reimbursed and shall be reimbursed only at the discretion of the Department.
- 5 **INDEMNITY AND INSURANCE** The Grantee understands and agrees that it shall be fully responsible for and assume all operations and maintenance costs and responsibilities associated with the herein specified project. It shall be understood that the Department is in no way responsible for any operation and maintenance costs associated with the herein specified project.

The GRANTEE shall indemnify and save harmless the State of Illinois its officers and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of injury to any person or property or death of any person or persons, including all persons performing any work under this agreement which may arise in any way in connection with the work to be performed under this agreement. If agreement is with a governmental unit only, it is understood and agreed that neither party to agreement shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law. Neither the Grantee nor its employees shall be considered employees or agents of the Department. The grantee shall be acting as an independent contractor and not as an agent or employee of the State of Illinois.

- 6 Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or U.S. Department of Agriculture/Forest Service fails to appropriate or otherwise make available sufficient funds for this agreement.
- 7 GRANTEES that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of the single Audit Act (OMB Circular A-133 "Audits of State, Local Government and Non-Profit

Organizations ') All records shall be retained in accordance with State laws

- 8 All financial records, supporting documents and all other records pertinent to this Agreement must be retained by the Grantee and made available by the Department at any reasonable time for possible audit by the Department for a five (5) year period after the grant period ends

The Department representatives shall have access to the specified project at any reasonable time during development and after completion to assess progress or to ensure continuing compliance with program requirements

- 9 **Failure of the GRANTEE to comply with this Agreement shall automatically cancel the grant award and funds will be allocated to another applicant**
- 10 **LAWS OF ILLINOIS** This agreement shall be governed in all respects by the laws of the State of Illinois Any permits licenses or insurance coverage necessary to perform the work will be secured and paid for by the GRANTEE and/or their subcontractor, if applicable
- 11 **BILLING** The GRANTEE shall submit copies of Request for Reimbursement Form invoices and canceled checks (front and back) made in payment for all approved purchases to the Department by **June 15, 2005**

REIMBURSEMENT Annual reimbursement requests will be allowed The Reimbursement Requests must be submitted before June 30th each year the contract is in effect In consideration of the services rendered under this Agreement the Department shall make one payment per fiscal year to the Grantee upon the completion of the project and submission of appropriate documentation To apply for reimbursement the Grantee shall submit reimbursement documentation using the form provided by the Department that requests the following a report including evidence of project completion (such as a completed management plan a map with listing by species showing location of trees planted or removed a completed inventory and summary of data results and/or copies of educational public relations materials developed with the funds from this project), and an itemized list of expenditures outlining costs A copy of the paid invoices along with a copy of the canceled checks (front and back) made in payment for all approved purchases to contractors and vendors must be provided If in-kind personal services are charged, cost contribution showing project expenditures must be provided and certified No in-kind contributions will be reimbursed

TERMINATION If the Grantee determines that they can no longer utilize all or part of the grant funds they shall contact the Department in writing

- 12 This agreement constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral that may have been made by either party
- 13 **ATTACHMENT A - IDNR Certifications**

ATTACHMENT B - W9 Request for Taxpayer Identification Number and Certification
ATTACHMENT C The Urban and Community Forestry Grant Application

14 This is an award of federal financial assistance and as such is subject to the Office of Management and Budget (OMB) Circular A-102 Uniform Administrative Requirements for Grants and Agreements with State and Local Governments as implemented by the US Department of Agriculture Uniform Federal Assistance Regulations, 7CFR 3016, New Restrictions on Lobbying, 7 CFR 3018, and OMB Circular A-87, and Cost Principles for State and Local Governments and OMB Circular A-133 Audits of States, Local Governments, and Nonprofit Organizations, as well as the laws and regulations of the State of Illinois

15 All notices or other submissions required to be given to the DEPARTMENT shall be delivered or mailed to
Illinois Department of Natural Resources, Office of Resource Conservation
Attention Urban and Community Forestry Program
One Natural Resources Way, Springfield, IL 62702-1271

Joel Brunsvold Director Date
Illinois Department of Natural Resources

Local Unit of Government Authorized Signature Date

GRANTEE ORGANIZATION NAME/typed name above

Address

Approved by Legal 08/01/03

City State Zip Code

Phone _____ E mail _____