



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Member of the Urbana City Council
FROM: William R. Gray, Public Works Director
DATE: July 28, 2011
RE: UC2B Letter of Understanding, Sub-award Agreement, and Budget Amendment Ordinance

Description

Attached to this memorandum is a resolution authorizing the Mayor to sign a letter of understanding concerning the Urbana – Champaign Big Broadband Project, an ordinance authorizing execution of an agreement with the Board of Trustees for the University of Illinois (Broadband Technology Opportunities Program (BTOP) and an ordinance revising the Annual Budget Ordinance (Big Broadband Construction, FY 2011- 2012).

Issues

The attached letter of understanding, sub-award agreement and budget amendment put in writing the duties and responsibilities of the university and cities with respect to the construction, installation and operation of the Big Broadband Infrastructure Project. All three items require approval in order for the city and its partners to proceed.

Background

For the last several months the UC2B Policy Committee, UC2B Technical Committee, university staff, staff of both cities, and the UC2B consultant, Shive-Hattery, have been working tirelessly in organizing and producing the attached documents. Currently the three agencies are poised to enter into construction contracts with contractors to install the fiber backbone throughout the two cities and on campus. (See attached Backbone Map.) Prior to entering into the respective contracts, however, the attached letter of understanding and sub-award agreement need to be approved in order to clarify agency roles and responsibilities and formalize how federal grant monies will be provided to the cities in order to pay their respective contractors.

Options

1. Adopt the attached resolution and ordinances.
2. Adopt the attached resolution and ordinances with changes.
3. Do not adopt the attached resolution or ordinance(s).

Fiscal Impacts

According to the sub-award agreement, the city will receive up to \$5,775,156 which will be used to pay for the big broadband construction and construction engineering services along with staff time expended during the construction.

The city's financial contributions for the first fiscal year of operations of UC2B, assuming no retail or other revenue income, could be as high as \$100,000. It is unknown at this point what the retail revenue projection will be in the first year. The city is being reimbursed at least \$200,000 from UC2B for the purchase of the existing fiber and conduit in the ground currently serving city facilities. It is expected that this revenue source will fund the city portion of the operating expenses for the first two years of UC2B. Again, it is anticipated that retail sales and sale of dark fiber will fund the operating expenses and the city's contributions will decline and eventually become zero.

Recommendations

City staff recommends that the City Council approve the resolution and ordinances, as attached.

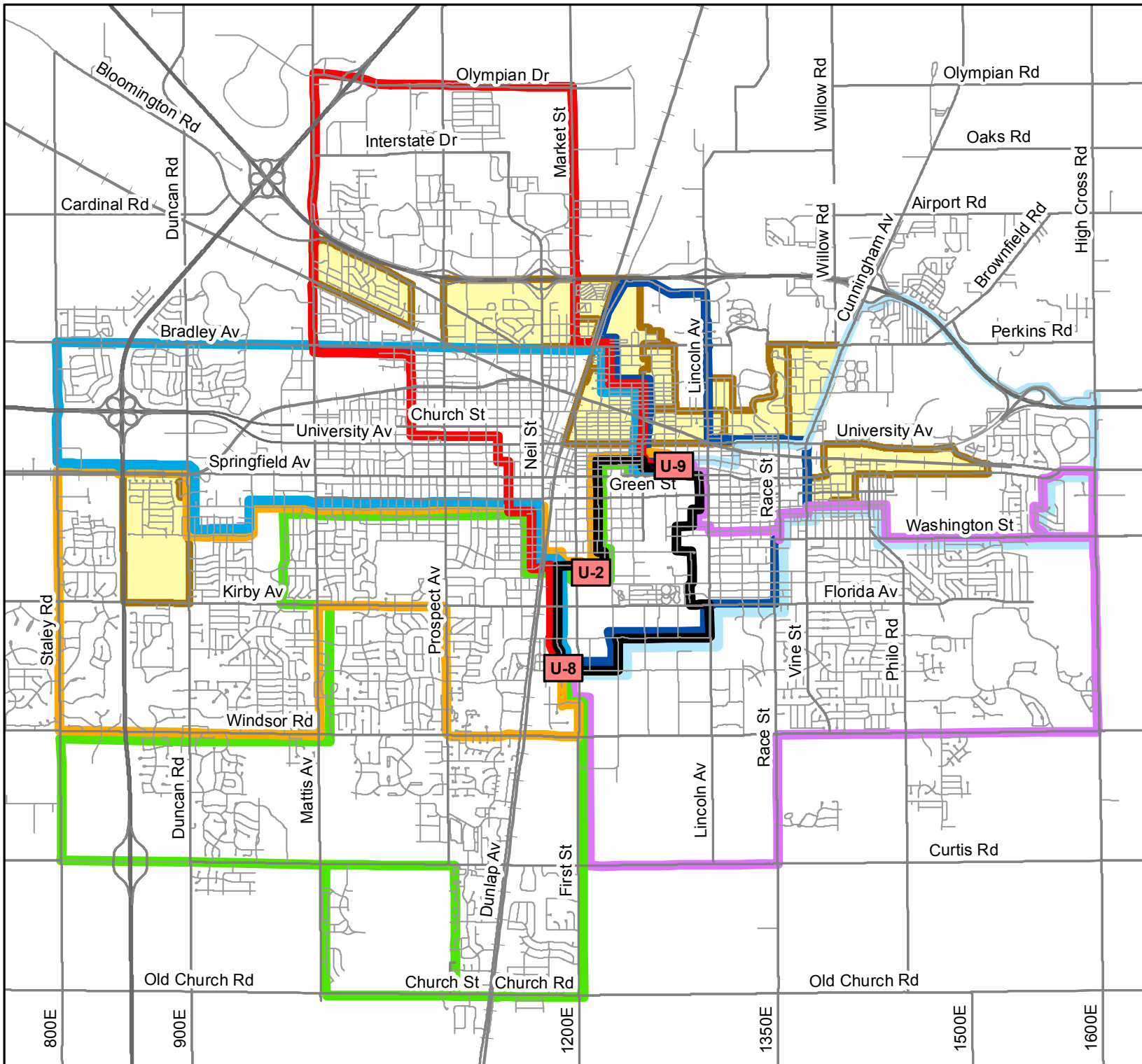
Attachments: Backbone Map

A Resolution Authorizing the Mayor to sign a Letter of Understanding Concerning the Urbana-Champaign Big Broadband Project
Letter of Understanding
Attachment A (Operating Budget)
An Ordinance Authorizing Execution of an Agreement with the Board of Trustees of the University of Illinois
Sub-award Agreement
Attachment #3 Sub-Award Totals
Attachment #8 Statement of Work
Attachment B
An Ordinance Revising the Annual Budget Ordinance (Big Broadband Contraction, 2011-12)
Revised Federal Budget as reported on Form 424C
UC2B Infrastructure Project Sources of Funds

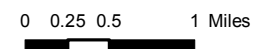


Backbone Rings

7/25/11



- grant-funded fiber-to-the-home service areas
- node
- Ring 1
- Ring 2
- Ring 3
- Ring 4
- Ring 5
- Ring 6
- Ring 7
- Internodal transport cable



RESOLUTION NO. 2011-08-026R

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF UNDERSTANDING CONCERNING THE URBANA-CHAMPAIGN BIG BROADBAND PROJECT

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Letter of Understanding between the Board of Trustees of the University of Illinois, the City of Champaign, and the City of Urbana in substantially the form of the copy of said Letter of Understanding attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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 hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

LETTER OF UNDERSTANDING

This Letter of Understanding is among the Board of Trustees of the University of Illinois (“University”), the City of Champaign (“Champaign”), and City of Urbana (“Urbana”), collectively “the Parties”, concerning the Urbana-Champaign Big Broadband project.

BACKGROUND

In August 2009, the University submitted a proposal to the U.S. Department of Commerce (“Commerce”) seeking financial assistance for the Urbana-Champaign Big Broadband project (“Project”).

In September 2009, the Parties entered into an “Intergovernmental Agreement Providing for the Creation of the Urbana-Champaign Big Broadband System Consortium” (“IGA”). The Consortium may be referred to throughout as “UC2B”.

In February 2010, Commerce awarded the University a grant of up to \$22,534,776 for Project construction, conditioned on a local cost share of \$6,852,149 (“Federal Construction Grant”).

In November 2010, the Illinois Department of Commerce and Economic Opportunity awarded the University a \$3.5 million grant for construction of the Project (“State Construction Grant”).

In accordance with Section 1.1 of the IGA, the University has served as the Consortium’s Lead Agency for purposes of applying for, receiving, and administering the Federal and State Grants.

In August 2011, the University has entered or will enter into subawards with Champaign and Urbana as subrecipients that govern the award of a portion of the Federal Construction Grant.

The Parties acknowledge their changing roles and responsibilities as the Project evolves, specifically as to operation of the constructed Project, and they intend to amend the IGA accordingly.

In order to keep the Project moving as scheduled while the Parties negotiate an amendment to the IGA, the Parties enter into this non-binding Letter of Understanding to memorialize their understandings and intentions.

THE UNDERSTANDING

The term “UC2B funds” refers to all resources of UC2B, including but not limited to the Federal and State Construction Grants, contributions of the Parties, and contributions of third parties.

I. Lead Agency Status

A. University will continue as the Lead Agency for grant financial administration and will be responsible for financial reporting until June 30, 2013.

B. The Parties will also recommend to the UC2B Policy Board that it designate Champaign as Lead Agency for operations with the responsibilities set forth at Section 7 of the IGA, including:

1. Provide staff support to the Policy Board.
2. Coordinate UC2B activities as directed by the Policy Board.
3. Market UC2B services to the designated census areas, anchor institutions, and third parties (private and public) that might wish to use UC2B services.
4. Plan and manage operations during and after the construction period.
- 5.

II. Interim Funding and Support During Start-Up Period for Start-Up Services

A. The Start-Up period is defined as beginning August 15, 2011 and ending June 30, 2013.

B. Planning for operations, and possibly marketing UC2B services, will require expenditures that cannot be funded by either the Federal or State Construction Grants due to grant restrictions and lack of consumer funds, and the Parties recognize that UC2B may incur a deficit during the Start-Up period.

The Parties will share non-construction costs during the Start-Up period as follows: 33% - University; 42% - Champaign; 25% - Urbana. The Parties will cooperate in good faith to make sure all *allowable* and *eligible* costs (as defined by federal grants administration law) incurred by them in performing the Project are reimbursed by the Federal Construction Grant, or by any other third party funding that may later be secured.

C. Attachment A to this LOU is a preliminary budget for Start-Up services through June 30, 2013. The Parties recognize that the budget is an estimate only. Each Party will make best efforts to include its share in its annual institutional budget..

D. Personnel assigned to the Project will provide support to the Lead Agencies and Policy Board as reasonably requested. University will assign John Kersh, by Intergovernmental Personnel Assignment or other appropriate mechanism, to Champaign to perform Lead Agency – Operations activities, including but not limited to marketing and outreach. on a part-time basis through January 31, 2013.

- E. The University's financial commitment to Start-Up services will cease on June 30, 2013 consistent with this section.
- F. Upon termination of the University's financial commitment to UC2B's Start-Up services, and with consent of NTIA, the governance of UC2B will change. The University will at that time cease to be a member of UC2B.

III. Additional Commitments of the Parties

- A. The University will offer funds to purchase up to 1 Gigabit per Second (Gbps) of Internet connectivity for five years, starting with commencement of UC2B retail services.
- B. The University will offer up to 1 Gbps of data transport between Chicago and campus for five years, starting with the commencement of UC2B retail services.
- C. On or before January 31, 2013 (the end of the Federal Grant), the University will transfer or license to UC2B, as permitted by law and the funding agencies, the installed infrastructure assets (such as fiber, conduit, splice cases, manholes, and associated electronics) funded by the Federal and State Construction Grants..
- D. UC2B will lease space for UC2B core network equipment from the University in Telecommunications Nodes 2 and 9 (neighborhood cabinets and the Label Center) at a rate of \$1,000 per month per Node. UC2B will pay electrical power usage and a charge for cooling based on the actual electrical power usage. UC2B may also have one rack for fiber termination, but not equipment, in Node 2 – Scott Hall, at no charge. UC2B personnel will have access to the UC2B spaces in Nodes 2, 8 and 9 twenty-four hours-a-day, every day of the year via proximity cards (prox cards) supplied by the University to UC2B personnel. Charges for the space in Nodes 8 and 9 will start with the commencement of UC2B retail services.
- E. UC2B will enter into Indefeasible Rights of Use agreements (IRUs) with Champaign, Urbana and the University for their private use of specified strands of dark fiber on the seven UC2B rings. Those IRU agreements will have a term of 20 years. UC2B will enter into renewable five- year fiber maintenance agreements with Champaign, Urbana and the University for such regular maintenance expenses as utility locating and fiber repair.
- F. The University will maintain core network equipment and electronics for two years starting from the commencement of UC2B retail operations. The core network electronics consist of all UC2B electronics located in University nodes 8 and 9, as well as the electronics located in the 12 neighborhood cabinets. The electronics located at customer sites and the UC2B fiber infrastructure are specifically not supported by the

University. UC2B and the University may contract for support of the core network electronics following the two-year period.

- G. The signatories agree to make good-faith efforts to implement these actions within each of their entities and through their participation in UC2B. However, this LOU is not a binding document. To the extent that binding agreements are necessary to implement any actions described in the LOU, the actions will be implemented through other legal means such as sub-grants, amendments to the IGA and Intergovernmental Personnel Assignments.

CITY OF CHAMPAIGN

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

THE UNIVERSITY OF ILLINOIS

By: _____
C... ..

Date: _____

DRAFT

ATTACHMENT A

UC2B
Proposed Budget

<u>Description</u>	<u>Total Costs</u>
Salaries & Fringes	\$268,261.91
Professional Fees	\$275,966.50
Operating Expenses	\$40,000.00
Admin fee	\$55,818.59
Other **	\$80,000.00
Total	<u>\$720,047.00</u>

<u>Salary details</u>	<u>Assume</u>	<u>Range</u>	<u>Salary</u>	<u>Fringe %</u>	<u>FTE</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Coordinator	G-32	\$70,647-\$90,109	\$85,000.00	30.00%	0.90	\$99,450.00	\$101,439.00	\$200,889.00
Secretary 1	G-18	\$35,261-\$45,483	\$40,372.00	37.69%	0.60	\$33,352.92	\$34,019.98	\$67,372.91
Law Clerk	G-Temp	12.82	\$26,665.60	7.65%	1.00	\$28,705.52	\$29,279.63	\$57,985.15
Total Salaries			<u>\$125,372.00</u>			<u>\$132,802.92</u>	<u>\$135,458.98</u>	<u>\$268,261.91</u>

<u>Professional Fees</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Audit	\$5,000.00	\$5,000.00	\$10,000.00
Legal services	\$112,365.00	\$112,365.00	\$224,730.00
Legal expenses (5% of services)	\$5,618.25	\$5,618.25	\$11,236.50
Broadband operations consulting	\$40,000.00	\$0.00	\$40,000.00
Total Professional Fees	<u>\$157,983.25</u>	<u>\$117,983.25</u>	<u>\$275,966.50</u>

<u>Operating Expenses</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Dues and subscriptions	\$1,500.00	\$1,500.00	\$3,000.00
Postage and shipping	\$6,500.00	\$6,500.00	\$13,000.00
Printing/copying	\$3,000.00	\$3,000.00	\$6,000.00
Registration/education	\$3,000.00	\$3,000.00	\$6,000.00
Supplies	\$2,000.00	\$2,000.00	\$4,000.00
Other	\$4,000.00	\$4,000.00	\$8,000.00
Total Operating Expenses	<u>\$20,000.00</u>	<u>\$20,000.00</u>	<u>\$40,000.00</u>

	<u>Total Costs excluding Admin & Other</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
NOTE: Percent of Admin fee as compared to Total Costs	\$584,228.41 7.75%	\$27,223.46	\$28,584.63	\$55,808.09

GRAND TOTAL	<u>\$338,009.63</u>	<u>\$302,026.87</u>	<u>\$640,036.50</u>
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<u>Other Grant funded activities **</u>			
Marketing and outreach	\$50,000.00	\$30,000.00	\$80,000.00

GRAND TOTAL including Other **	<u>\$388,009.63</u>	<u>\$332,026.87</u>	<u>\$720,036.50</u>
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ORDINANCE NO. 2011-07-094

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

(Broadband Technology Opportunities Program (BTOP))

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Federal Subaward Agreement between the Board of Trustees of the University Of Illinois, doing business through the Office of Sponsored Programs and Research Administration, and the City of Urbana, 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.

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 hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor



FEDERAL SUBAWARD AGREEMENT

SUBAWARD NO. 2010-00873-02

ILLINOIS GRANT CODE: A2099

CFDA NO. 11.557

**CFDA PROGRAM TITLE: BROADBAND TECHNOLOGY
OPPORTUNITIES PROGRAM (BTOP)**

This Federal Subaward Agreement is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("ILLINOIS"), and the CITY OF URBANA, an Illinois municipal corporation ("SUBRECIPIENT").

BACKGROUND

ILLINOIS, the City of Urbana, and the City of Champaign (each a "UC2B member") entered into the *Intergovernmental Agreement providing for the Creation of the Urbana-Champaign Big Broadband System Consortium ("IGA")* as part of an application for federal financial assistance to construct a fiber-optic infrastructure that would provide high-speed, low-cost internet and local connectivity to residents, businesses and identified anchor institutions in the community.

ILLINOIS received financial assistance award No. NT10BIX5570044 ("Prime Award") from the U.S. Department of Commerce ("Agency") for construction of *Urbana-Champaign Big Broadband – Below Ground (UC2B Middle Mile & Last Mile Infrastructure ("Project"))*.

The Prime Award contemplates that ILLINOIS will act as a pass-through entity to award financial assistance to both cities as subrecipients.

This agreement is not intended to amend the IGA but, rather, is made to award financial assistance in accordance with the Prime Award and federal law.

ARTICLE 1 - The Project

1.1. Statement of Work. SUBRECIPIENT shall perform the activities (as described in the Statement of Work ("SOW") (Attachment 1).

Task 1. SUBRECIPIENT shall assist ILLINOIS in the preparation of the NTIA Grant application.

1.2. *Other Documents.* . SUBRECIPIENT shall provide copies of all contracts awarded in conjunction with this Project to ILLINOIS' Administrative representative.

1.2. *Period of Performance.* The Project period of performance is from February 1, 2010 through June 30, 2013. SUBRECIPIENT must notify ILLINOIS as soon as possible of any reason that might interfere with SUBRECIPIENT's ability to fully perform the Project within the period of performance.

1.3. *Suspension of Work.* ILLINOIS may suspend the Project at any time by telephone or e-mail notice to SUBRECIPIENT's Technical Representative, followed by written notice to SUBRECIPIENT's Administrative Representative no later than 10 calendar days after the initial notice. Upon receipt of first notice, SUBRECIPIENT shall stop performance until ILLINOIS notifies SUBRECIPIENT to resume. ILLINOIS will provide SUBRECIPIENT the reasons for suspension. ILLINOIS will not be obligated to reimburse SUBRECIPIENT for any expenses incurred during the suspension period unless otherwise agreed in writing.

ARTICLE 2 – Financial and Administrative Matters

2.1. This agreement is made on a cost reimbursement basis. The total award is no more than \$5,775,156 based on the budget at **Attachment 3**.

2.2. (a) ILLINOIS shall not be liable to SUBRECIPIENT for any expenses or costs that exceed the amount currently obligated, or for any unobligated portion of the estimated total award. Changes to the amount currently obligated and estimated total award are valid only if made by ILLINOIS by written amendment. However, the parties acknowledge that the construction contract to be awarded to xxxxx and funded under this agreement, together with the 8% contingency amount ("Construction Budget") is one of three interrelated Project components to be completed by the UC2B members. At the end of the Project construction phase, if one of the UC2B members has exceeded its Construction Budget, ILLINOIS will transfer to that UC2B member any unexpended funds that were originally assigned to the Construction Budgets of the other two UC2B members. If two of the UC2B members exceed their Construction Budgets, any unexpended funds in the Construction Budget of the third UC2B members shall be applied proportionately to the budget deficiencies of the two. Construction Budgets for the UC2B members are: for SUBRECIPIENT \$5,421,600; for Champaign \$10,093,680; and for ILLINOIS \$1,512,000.

2.3. ILLINOIS's obligation to pay SUBRECIPIENT shall at all times be conditioned upon ILLINOIS's receipt of Agency funds under the Prime Award.

2.4. Preaward costs are allowed in accordance with the Agency's Notice of Funds Availability, found at 74 Fed. Reg. 33104 (July 9, 2009). Specifically, *pre-application*

expenses are reimbursable if they were incurred between July 10, 2009 and Aug. 19, 2009. *Pre-application expense* means any reasonable expense incurred within the designated time period to prepare an application, including engineering costs and accounting/consultant fees.

2.5. ILLINOIS will determine the allowability of SUBRECIPIENT costs in accordance with the Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87). If the Agency determines any cost reimbursed to SUBRECIPIENT to be unallowable, ILLINOIS may reduce a subsequent payment to SUBRECIPIENT in the unallowed amount, or SUBRECIPIENT shall repay the unallowed amount to ILLINOIS.

2.6. *Rebudgeting.* SUBRECIPIENT must submit any budget change requests to ILLINOIS' Technical and Financial Representatives, who shall make a final determination.

2.7. Not more frequently than monthly, SUBRECIPIENT shall submit to the ILLINOIS Financial Representative invoices for allowable costs incurred. Failure to provide proper invoices may delay payment. SUBRECIPIENT will furnish to ILLINOIS supporting documentation of costs upon request. All invoices must include, at a minimum, the following:

- a) a current and cumulative breakdown of costs in accordance with the budget categories, including number of hours worked if relevant, and any required cost-sharing, in separate columns;
- b) Subaward ID number and ILLINOIS Grant Code ID number;
- c) signature by SUBRECIPIENT's appropriate administrative official;
- d) a certification in a form substantially similar to the following:

I certify that all expenditures reported (or payments requested) are for appropriate purposes and in accordance with the Agreements set forth in the application and award documents.

(Signature by appropriate SUBRECIPIENT Representative)

2.8. SUBRECIPIENT must clearly identify the final invoice as "final" and submit it no later than 60 days after expiration or earlier termination of this agreement.

2.9. All payments shall be provisional and subject to adjustment by ILLINOIS as a result of an adverse audit finding against SUBRECIPIENT.

2.10 SUBRECIPIENT shall use best efforts to assist ILLINOIS in meeting its cost sharing obligations under the Prime Award.

ARTICLE 3 - Reports

3.1. Programmatic/Technical Reports. SUBRECIPIENT shall furnish to ILLINOIS all technical and progress reports and assistance reasonably requested by ILLINOIS' Technical Director to meet ILLINOIS' obligations under the Prime Award. SUBRECIPIENT will file a quarterly progress report to ILLINOIS before the 15th day following the end of a calendar quarter. The quarterly report will include the following information for the previous calendar quarter:

- (a) The number of new network miles of conduit and fiber deployed -- both backbone ring and Fiber-to-the- Curb (FTTC.) The sum of (b) and (c) should equal (a).
- (b) The number of existing network miles of conduit and fiber upgraded -- both backbone ring and FTTC.
- (c) The number of miles of new conduit and fiber installed -- both backbone ring and FTTC.
- (d) The number of new and/or upgraded interconnection points (manholes and handholes).
- (e) The number of Community Anchor Institutions passed with UC2B fiber to the curb – either backbone ring or FTTC – and a list of their names and addresses.
- (f) The number of FTTC households passed with UC2B fiber to the curb.
- (g) The number of FTTC businesses passed with UC2B fiber to the curb.

SUBRECIPIENT must submit the Final Progress Report to ILLINOIS' Technical Director no later than 60 days after expiration or earlier termination of this agreement.

3.2. Financial Reports. Invoices submitted in the format described in Article 2 shall constitute financial reports. SUBRECIPIENT must furnish any ad-hoc financial reports to ILLINOIS that ILLINOIS deems necessary to meet its obligations under the Prime Award. SUBRECIPIENT must maintain and submit weekly certified payroll reports and the Statement of Compliance for itself and all contractors and subcontractors in accordance with the American Recovery and Reinvestment Act of 2009 and the Davis-Bacon Act.

3.3 ARRA Reporting Requirements. SUBRECIPIENT must comply with the ARRA Technical and Financial Reporting Requirements described in **Attachment 4**.

ARTICLE 4 - Assignments and Lower-Tier Subrecipients

SUBRECIPIENT may not assign or subcontract to a third party any portion of its obligations or rights under this agreement, or pass through funds to a subrecipient, without the prior written consent of the ILLINOIS Technical Representative, which shall not be unreasonably withheld. If assignment, subcontracting or pass-through is permitted, SUBRECIPIENT shall not be released from its obligations to ILLINOIS under this agreement.

ARTICLE 5 – Records Retention, Audits and Monitoring

5.1 Records Retention. SUBRECIPIENT shall retain all books and records pertinent to this Agreement for a minimum of three years from the date of final payment. SUBRECIPIENT shall retain all records relating to audits, appeals, litigation or the settlement of claims arising out of performance of this agreement until final resolution of the audits, appeals, litigation or claims.

5.2. Audits. Upon reasonable notice, SUBRECIPIENT shall make the books and records available to ILLINOIS and to any state or federal agency with authority or oversight over the agreement at SUBRECIPIENT's place of business for examination and copying during normal business hours.

5.3. Stewardship. ILLINOIS and Agency will exercise Federal stewardship in overseeing the Project. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and temporary intervention in unusual circumstances to correct deficiencies that develop during the Project; assuring compliance with terms and conditions; and reviewing technical performance after Project completion to ensure that the award objectives have been accomplished. SUBRECIPIENT shall provide information and documents required or requested by ILLINOIS and Agency and shall provide assistance, support, and access required or requested for the purpose of exercising stewardship over the Project.

(a) ILLINOIS and Agency and their representatives (e.g., independent auditors, Project managers) may make site visits at any time to review SUBRECIPIENT's performance under this agreement, to review management control systems, and to provide technical advice and assistance, as necessary. SUBRECIPIENT must provide reasonable access to all facilities and sites and provide reasonable resources and assistance requested by ILLINOIS and Agency and their representatives for safety, convenience, or other purposes. ILLINOIS will provide reasonable advance notice of site visits and will minimize interference with ongoing work.

(b) SUBRECIPIENT shall cooperate with ILLINOIS to resolve instances of SUBRECIPIENT non-compliance with federal requirements through corrective action.

(c). If SUBRECIPIENT is subject to federal audit requirements, SUBRECIPIENT shall notify ILLINOIS of completion of required audits and of any adverse findings that may impact this agreement.

ARTICLE 6 – Liability

This agreement does not imply a waiver by either party of any defenses or immunities afforded by law. The liability of the parties shall be as provided by law.

ARTICLE 7 – Term and Termination

7.1. This agreement is effective on the date signed by both parties' authorized signatories and shall expire on the end date of the period of performance, unless sooner terminated. Any provisions of this agreement that must survive expiration in order to be effective shall survive.

7.2 *Non-appropriation, Insufficient Appropriation.* In the event of non-appropriation or insufficient appropriation from Agency, ILLINOIS shall reimburse SUBRECIPIENT for allowable expenditures incurred in the performance of authorized services under this agreement prior to the effective date of termination, which shall be the date stated in the written termination notice provided to SUBRECIPIENT. ILLINOIS will provide such notice to SUBRECIPIENT as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation.

7.3. Upon its receipt of notice of termination, SUBRECIPIENT shall cease incurring costs and shall take action to cancel all outstanding obligations that can be reasonably cancelled. Within 30 days of the effective date of termination, SUBRECIPIENT shall submit a termination claim to ILLINOIS. SUBRECIPIENT shall be entitled to reimbursement for allowable costs incurred to the date of termination and for all noncancellable obligations up to, but not to exceed, the obligated amount under this agreement.

ARTICLE 8 – Notices

Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the Technical and Administrative Representatives in **Attachment 4**.

ARTICLE 9 – Amendments

No modification to this agreement will be effective unless made by written amendment signed by each party's authorized representative.

ARTICLE 10 – Federal Terms

10.1. SUBRECIPIENT shall comply with all *subrecipient* and *subgrantee* requirements set forth in the following documents and attachments, all of which form part of this Agreement, and shall cooperate with and reasonably assist ILLINOIS in complying with all recipient requirements:

- (a) **Attachment 5:** The American Recovery and Reinvestment Act Agency Award Terms;
- (b) **Attachment 6:** Department of Commercial Financial Assistance Standard Terms and Conditions; and
- (c) **Attachment 7:** Special Award Conditions with amendments
- (d) Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. part 24).
- (e) Department of Commerce pre-Award Notification Requirements for Grants and Cooperative Agreements, 73 Fed. Reg. 7696 (Feb. 11, 2008).

10.2. *National Policy Requirements.* SUBRECIPIENT has read and agrees to comply with all relevant national policy requirements set forth at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>. The relevant policy requirements form a part of this agreement by reference.

10.3. *Certification Regarding Lobbying.* By signing this agreement, SUBRECIPIENT certifies: (a) No federal 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, 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.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, 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 shall complete and submit to ILLINOIS Standard Form - LLL, "Disclosure Form to Report Lobbying" (Attachment 8).**

(c) SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

10.2. *Debarment and Suspension.* SUBRECIPIENT certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 11 – COUNTERPARTS

The parties may sign this agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the agreement. Facsimile signatures shall constitute original signatures for all purposes.

ARTICLE 12 - INTEGRATION

This agreement, together with its Attachments and referenced documents, contains the entire understanding of the parties concerning the subject matter and supersedes all previous or contemporaneous communications, either verbal or written, between the parties. The Attachments are:

- Attachment 1: Statement of Work
- Attachment 1A: Community Anchor Institutions and Indefeasible Rights of Use Sites
- Attachment 2: Construction Documents
- Attachment 3: Budget
- Attachment 4: Designated Representatives
- Attachment 5: Department of Commerce American Recovery and Reinvestment Act Award Terms (ARRA)
- Attachment 5A: ARRA Reporting Template
- Attachment 6: Department of Commerce Standard Terms and Conditions
- Attachment 7: Special Award Conditions
- Attachment 8: Disclosure Form to Report Lobbying

The parties have authorized the following contract signatories to execute this Agreement.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

By: _____
Walter K. Knorr, Comptroller

Date: _____

**SUBRECIPIENT:
CITY OF URBANA**

By: _____
Laurel Lunt Prussing, Mayor

Date: _____

Federal Employment Identification



7/26/11

Urbana Attachment 3

Sub-Award Total

All amounts are "up-to" maximums

Category of Effort	Total
Construction Planning & Implementation listed on Original Grant Application (Staff time with benefits and eligible out-of-pocket expenses)	\$97,994
Construction Inspection listed on original grant application (Staff time with benefits and eligible out-of-pocket expenses)	\$175,562
Original Grant Application Subtotal	\$273,556
Construction Management & Observation (Staff time with benefits and eligible out-of-pocket expenses)	\$80,000
Non-Construction Subtotal:	\$353,556
Construction Contract with John Burns	\$5,020,000
8% Contingency	\$401,600
Construction Subtotal	\$5,421,600
Total Sub-Award:	\$5,775,156

Attachment 8

Statement of Work for sub-award to the City of Urbana by the University of Illinois for work on Urbana-Champaign Big Broadband

The Urbana-Champaign Big Broadband (UC2B) project will install conduit, fiber cables, manholes, and equipment in rights-of-way belonging to the City of Urbana. Further the UC2B project will install lateral fiber connections from some manholes to city-owned facilities on city-owned property. To facilitate the orderly process of planning and constructing that infrastructure, the City of Urbana will engage in construction planning and inspecting activities by various staff members.

Working with University of Illinois and City of Champaign staff as well as with hired engineers and contractors the City of Urbana will:

1. Participate with the University and the City of Champaign in preparing the UC2B grant application
2. Help create bid specifications for fiber-optic engineering work.
3. Participate in the selection of a fiber-optic-infrastructure engineering firm.
4. Provide Geographic Information System (GIS) data for the City of Urbana and other areas as needed to the fiber-optic-infrastructure engineering firm.
5. Participate in the review and refinement of the detailed construction plans produced by the fiber-optic-infrastructure engineering firm.
6. Help create the bid specifications for fiber-optic construction based on the plans produced by the fiber-optic-infrastructure engineering firm.
7. Participate in the selection of a fiber-optic-infrastructure construction firm and contract with that firm to build the “Urbana Areas” as defined in the construction documents.
8. Perform the work according to the Construction Documents (which includes Plans, Specifications, Addendums and Alternate Bids). The Construction Documents are provided on the disk marked **Attachment 2** and include installing fiber backbone rings in the “Urbana Areas” as defined in the construction documents, fiber to the curb for 31 Community Anchor Institution and Indefeasible Rights of Use (IRU) sites outside the Fiber-to-the-Premise areas that are designated as “Original” or “IRU” sites in Attachment 1A and splicing fiber strands to 24 existing sites that already have conduit and fiber installed. The Construction Documents also include installing fiber to the curb to all developed parcels in the following five

Census Block Groups as designated by the 2000 census: 53-1, 53-2, 53-5, 54-5 and 55-6.

9. Provide Geographic Information System (GIS) data for the City of Urbana and other areas as needed to the fiber-optic-infrastructure construction firm.
10. Be responsible for construction management, construction observation, construction administration and construction inspection in accordance with the Construction Documents. The City of Urbana or its assignees will inspect the daily work and progress of the fiber-optic construction and report issues to the contractor and to ILLINOIS' Technical Director.
11. Collect weekly timesheets from the contractor and other documentation required by the BTOP grant and the Davis-Bacon Act and forward that information to the University's Grants and Contract's office.
12. Inspect the restoration activities required as a result of the fiber-optic construction and report issues to the contractor and to ILLINOIS' Technical Director.

Attachment B

Champaign ANCHOR INSTITUTION & IRU LOCATIONS WITH DROP CABLE FIBER STRAND COUNTS

7/18/11



Does not include Anchors in FTTP areas

COLO Locations where multiple Anchors Share a common building

		Addition			Totals
		Original Sites	al Sites	IRU Sites	
# of Locations in FTTP Build Areas	0	0	0	0	0
# of Locations connected to UIUC Network	0	0	0	0	0
# of Locations that are Co-Located with Another Institution	13	6	6	1	13
# of Locations that already have existing conduit and lateral fiber	0	0	0	0	0
# of Locations in Champ0 - (CORE)	128	66	42	20	128
# of Locations in Univ0 (CORE)	0	0	0	0	0
# of Locations In Urbana0 (CORE)	0	0	0	0	0
Total Number of Locations in CORE Lateral Design	128	66	42	20	128
Totals:	141	72	48	21	141

72	Original	Base Construction Total Sites	86	Total # of all locations on list	141		141
48	Additional	Anchor & IRU Laterals	86				
21	IRU	Additional Lateral Sites	42				
141							

	Total	Original	Additional	IRU	Totals
# of IRU Locations	53	31	1	21	53
# of AE Locations	73	34	39	0	73
# of FUTURE Possible Dark Fiber Locations	14	7	7	0	14
# of UIUC Locations - nothing needed	1	0	1	0	1
Totals:	141	72	48	21	141

map num	Original or Additional Anchor	name	Street_Address	city	site type	NTIA_Group	IRU? or AE? or FUTURE?	# of strands on drop cable	Redundant Connections?
2	Original	City of Champaign - City Building	102 N Neil St	Champaign	City of Champaign	Gov Fac	IRU	24	YES
12	Original	Champaign-Urbana Mass Transit District - Intermodal Transportation Center (Illinois Terminal)	45 E University Av	Champaign	MTD	Gov Fac	IRU	12	
13	Original	Village of Savoy - Municipal Center	611 N Dunlap St	Savoy	Village of Savoy	Gov Fac	AE	1	
17	Original	City of Champaign Township	203 W Green St	Champaign	City of Champaign	Gov Fac	IRU	24	
18	Original	Champaign Township	3900 Kearns Dr	Champaign	City of Champaign	Gov Fac	IRU	24	
22	Original	City of Champaign - Fire Department (Station 1)	307 S Randolph St	Champaign	City of Champaign	Pub Safety	IRU	24	
23	Original	City of Champaign - Fire Department (Station 2)	1901 S Prospect Av	Champaign	City of Champaign	Pub Safety	IRU	24	
25	Original	City of Champaign - Fire Department (Station 4)	2315 W John St	Champaign	City of Champaign	Pub Safety	IRU	24	
26	Original	City of Champaign - Fire Department (Station 5)	1810 N Mattis Av	Champaign	City of Champaign	Pub Safety	IRU	24	
31	Original	Village of Savoy - Police & Fire Department	106 Tomaras Av	Savoy	Village of Savoy	Pub Safety	AE	1	
33	Original	University of Illinois Willard Airport	11 Airport Rd	Savoy	UIUC	Pub Safety	IRU	36	
33	Original	Federal Aviation Administration	1 Airport Rd	Savoy	Federal Government	Gov Fac	IRU	COLO	
37	Original	Eastern Prairie Fire Protection District	424 Wilbur Av	Champaign	Public Safety	Pub Safety	AE	1	
40	Original	Parkland College	2400 W Bradley Av	Champaign	Parkland	Com Coll	AE	24	YES

40	Original	Parkland College Police	2400 W Bradley Av	Champaign	Parkland	Pub Safety	AE	COLO	YES
41	Original	Champaign Unit 4 Schools - South Side School	712 S Pine St	Champaign	Champaign Unit 4	K-12	IRU	12	
43	Original	Champaign Unit 4 Schools - Central High School	610 W University Av	Champaign	Champaign Unit 4	K-12	IRU	12	
44	Original	Champaign Unit 4 Schools - Centennial High School	913 S Crescent Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
47	Original	Champaign Unit 4 Schools - Edison Middle School	306 W Green St	Champaign	Champaign Unit 4	K-12	IRU	12	
48	Original	Champaign Unit 4 Schools - Franklin Middle School	817 N Harris Av	Champaign	Champaign Unit 4	K-12	IRU	12	
49	Original	Champaign Unit 4 Schools - Jefferson Middle School	1115 S Crescent Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
50	Original	Judah Christian School	908 N Prospect Av	Champaign	Private School	K-12	AE	1	
51	Original	Holy Cross School	405 W Clark St	Champaign	Private School	K-12	AE	12	
51	Original	Holy Cross Catholic Church	405 W Clark St	Champaign	Religious	Com Supp	AE	COLO	
52	Original	St. Matthew's School	1307 Lincolnshire Dr	Champaign	Private School	K-12	AE	12	
52	Original	St. Matthew's Catholic Church	1303 Lincolnshire Dr	Champaign	Religious	Com Supp	AE	COLO	
53	Original	Countryside School	4301 W Kirby Av	Champaign	Private School	K-12	AE	1	
54	Original	St John's Lutheran School	509 S Mattis Av	Champaign	Private School	K-12	AE	12	
54	Original	St John's Lutheran Church	509 S Mattis Av	Champaign	Religious	Com Supp	AE	COLO	
56	Original	Champaign Unit 4 Schools - Bottenfield School	1801 S Prospect Av	Champaign	Champaign Unit 4	K-12	IRU	12	
57	Original	Champaign Unit 4 Schools - Carrie Busey School	1605 W Kirby Av	Champaign	Champaign Unit 4	K-12	IRU	12	
58	Original	Champaign Unit 4 Schools - Stratton School	902 N Randolph St	Champaign	Champaign Unit 4	K-12	IRU	12	
59	Original	Champaign Unit 4 Schools - Dr. Howard School	1117 W Park Av	Champaign	Champaign Unit 4	K-12	IRU	12	
61	Original	Champaign Unit 4 Schools - Kenwood School	1101 Stratford Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
63	Original	Champaign Unit 4 Schools - Barkstall School	2201 Hallbeck Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
64	Original	Champaign Unit 4 Schools - Robeson School	2501 Southmoor Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
67	Original	Champaign Unit 4 Schools - Westview School	703 E Russell St	Champaign	Champaign Unit 4	K-12	IRU	12	
78	Original	Lincoln Trail Libraries System	1704 Interstate Dr	Champaign	Education & Library	Library	IRU	12	
80	Original	Champaign Public Library - Main Branch	200 W Green St	Champaign	City of Champaign	Library	IRU	24	
81	Original	Champaign Park District - Bresnan Center	706 Kenwood Rd	Champaign	Champaign Park District	Com Supp	AE	1	
82	Original	Champaign Park District - Leonhard Center	2212 Sangamon Dr	Champaign	Champaign Park District	Com Supp	AE	1	
85	Original	Stevick Senior Center	48 E Main St	Champaign	Senior Living & Activity	Com Supp	AE	1	
86	Original	Champaign Park District - Springer Center	301 N Randolph St	Champaign	Champaign Park District	Com Supp	AE	1	
89	Original	Orpheum Children's Science Museum	346 N Neil St	Champaign	Youth	Com Supp	AE	1	
90	Original	U.S. Army EDRC-CERL	2902 Newmark Dr	Champaign	Federal Government	Gov Fac	AE	12	
92	Original	Champaign Park District - Hays Center	1311 W Church St	Champaign	Champaign Park District	Com Supp	AE	1	
93	Original	St. Thomas More HS	3901 N Mattis Av	Champaign	Private School	K-12	AE	1	
97	Original	Housing Authority of Champaign County - Washington Square	108 W Washington St	Champaign	HACC	Pub House	AE	1	
102	Original	Carle Clinic Champaign on Kirby	1813 W Kirby Av	Champaign	Carle	Medical	FUTURE	12	
103	Original	Windsor of Savoy	401 Burwash Av	Savoy	Senior Living & Activity	Com Supp	AE	1	
105	Original	Pro Ambulance	408 S Neil St	Champaign	Public Safety	Pub Safety	FUTURE	12	

106	Original	Christie Clinic - Champaign on University	101 W University Av	Champaign	Christie	Medical	FUTURE	12	
107	Original	Christie Clinic - Champaign on Windsor	1801 W Windsor Rd	Champaign	Christie	Medical	FUTURE	12	
108	Original	Clark-Lindsay Village	101 W Windsor Rd	Urbana	Senior Living & Activity	Com Supp	AE	1	
109	Original	The Pavilion Behavioral Health System	809 W Church St	Champaign	Medical	Medical	AE	12	
183	Original	City of Champaign - Fire Department (Station 6)	3911 Windsor Rd	Champaign	City of Champaign	Pub Safety	IRU	24	YES
186	Original	Carle Clinic - Champaign on Mattis	1802 S Mattis Av	Champaign	Carle	Medical	FUTURE	12	
187	Original	Carle Clinic - Champaign on Curtis	1701 W Curtis Rd	Champaign	Carle	Medical	FUTURE	12	
191	Original	Next Generation School	2521 Galen Dr	Champaign	Private School	K-12	AE	1	
193	Original	Round Barn Manor	2000 W John St	Champaign	Senior Living & Activity	Com Supp	AE	1	
194	Original	Parkland College on Mattis - Job Training Center / Champaign Consortium	1307 N Mattis Av	Champaign	Parkland	Com Supp	AE	12	
195	Original	Champaign Unit 4 Schools - new Savoy grade school	304 Prairie Rose Ln	Savoy	Champaign Unit 4	K-12	IRU	12	
200	Original	Catholic Worker House	317 S Randolph St	Champaign	Public Computing Centers	Com Supp	AE	1	
201	Original	Restoration Urban Ministries	1213 Parkland Ct	Champaign	Public Computing Centers	Com Supp	AE	1	
202	Original	Developmental Services Center	1304 W Bradley Av	Champaign	Public Computing Centers	Com Supp	AE	1	
203	Original	Champaign County - Savoy Head Start	310 W Church St	Savoy	Public Computing Centers	Com Supp	AE	1	
207	Original	MHCCC - TIMES Men's Shelter / Respite Center	70 E Washington St	Champaign	MHCCC	Com Supp	AE	1	
211	Additional	Church of the Brethren	1210 N Neil St	Champaign	Public Computing Centers	Com Supp	AE	1	
212	Original	Champaign County - Champaign Head Start	809 N Neil St	Champaign	Public Computing Centers	Com Supp	IRU	COLO	
212	Original	Champaign Unit 4 Schools - Early Childhood Center & Academic Academy	809 N Neil St	Champaign	Champaign Unit 4	K-12	IRU	24	
213	Additional	Housing Authority of Champaign County - Dorsey Homes	1301 N McKinley Av	Champaign	HACC	Pub House	AE	1	
224	IRU	City of Champaign - Hill Street Parking Deck	121 W Hill St	Champaign	City of Champaign	Gov Fac	IRU	24	
230	Additional	First United Methodist Church	210 W Church St	Champaign	Public Computing Centers	Com Supp	AE	1	
231	Additional	Champaign Park District - Sholem Pool	2205 Sangamon Dr	Champaign	Champaign Park District	Com Supp	AE	1	
232	Additional	Champaign Park District - Spalding Pool & Rec Center	910 N Harris Av	Champaign	Champaign Park District	Com Supp	AE	1	
233	Additional	United Way of Champaign County	404 W Church St	Champaign	Public Computing Centers	Com Supp	AE	1	
234	Additional	YMCA - new location	3811 Windsor Rd	Champaign	Youth	Com Supp	AE	1	
235	Additional	YMCA Gymnastics Center	707 N County Fair Dr	Champaign	Youth	Com Supp	AE	1	
237	Additional	Salt & Light	1512 W Anthony Dr	Champaign	Public Computing Centers	Com Supp	AE	1	

242	Original	City of Champaign - Police Department	82 E University Av	Champaign	City of Champaign	Pub Safety	IRU	24	
243	Original	Inman Plaza	17 E University Av	Champaign	Senior Living & Activity	Com Supp	AE	1	
244	IRU	Champaign Unit 4 Schools - Mellon Administrative Center	703 S New St	Champaign	Champaign Unit 4	Gov Fac	IRU	12	YES
248	IRU	University of Illinois - Champaign County Extension Office	801 N Country Fair Dr	Champaign	UIUC	Com Supp	IRU	12	
255	IRU	Champaign Unit 4 Schools - Columbia School	1103 N Neil St	Champaign	Champaign Unit 4	K-12	IRU	12	
256	Additional	Champaign Park District - Tennis Center	2802 Farber Dr	Champaign	Champaign Park District	Com Supp	AE	1	
257	Additional	New Hope Church of Christ	911 W Bradley Av	Champaign	Public Computing Centers	Com Supp	AE	1	
258	Additional	Salvation Army - Main Office	502 N Prospect Av	Champaign	Public Computing Centers	Com Supp	AE	1	
259	Additional	Housing Authority of Champaign County - Main Office	205 W Park St	Champaign	HACC	Pub House	AE	1	
261	Additional	Eastern Illinois Food Bank	2504 N Shore Dr	Urbana	Other	Com Supp	AE	1	
277	Additional	Church of Jesus Christ of Latter-Day Saints / Stake Family History Center	604 Windsor Rd	Champaign	Religious	Com Supp	AE	1	
292	Additional	Curtis Road Church of God	2604 W Curtis Rd	Champaign	Religious	Com Supp	AE	1	
298	Additional	Windsor Road Christian Church	2501 Windsor Rd	Champaign	Religious	Com Supp	AE	1	
333	Additional	Prairie Zen Center	515 S Prospect Av	Champaign	Other	Com Supp	AE	1	
337	Additional	First Christian Church	3601 S Staley Rd	Champaign	Religious	Com Supp	AE	1	
407	Additional	State of Illinois - Secretary of State Driver Services Facility	2401 W Bradley Av	Champaign	State of Illinois	Gov Fac	FUTURE	12	
408	Additional	Champaign County Chamber of Commerce	1817 S Neil St, Suite 201	Champaign	Other	Com Supp	AE	24	
408	Additional	40 North 88 West: Champaign County Arts, Culture and Entertainment Council	1817 S Neil St	Champaign	Other	Com Supp	AE	COLO	
408	Additional	Junior Achievement of Champaign County	1817 S Neil St	Champaign	Other	Com Supp	AE	COLO	
408	Additional	UIUC11	1819 S Neil St	Champaign	UIUC	Gov Fac	IRU	12	
408	Additional	United States Government - Area Offices	1817 S Neil St	Champaign	Federal Government	Gov Fac	AE	COLO	
409	Additional	Women's Health Practice	2125 S Neil St	Champaign	Medical	Medical	AE	1	
433	Additional	State of Illinois Emergency Mgmt. Agency, Dept. of Healthcare & Family Svcs	313 N Mattis Av	Champaign	State of Illinois	Pub Safety	FUTURE	12	
441	Additional	Crisis Nursery	1309 W Hill St	Urbana	Youth	Com Supp	AE	1	
451	Additional	Mental Health Center of Champaign County (MHCCC) - Fox Drive Building	1801 Fox Dr	Champaign	MHCCC	Com Supp	AE	1	
452	Additional	Mental Health Center of Champaign County (MHCCC) - Park Street Building	202 W Park Av	Champaign	MHCCC	Com Supp	AE	1	
453	Additional	MHCCC - Roundhouse	311 W White St	Champaign	MHCCC	Com Supp	AE	1	
456	Additional	Planned Parenthood of East Central Illinois	302 E Stoughton St	Champaign	Other	Com Supp	AE	1	
463	Additional	MHCCC - Healey Street Group Home	614 W Healey St	Champaign	MHCCC	Com Supp	AE	1	
464	Additional	MHCCC - Springfield Group Home	401 W Springfield Av	Champaign	MHCCC	Com Supp	AE	1	
465	Additional	MHCCC - Lincolnshire Group Home	1112 Lincolnshire Dr	Champaign	MHCCC	Com Supp	AE	1	
479	Additional	Illini Heritage Rehab & Health	1315 Curt Dr	Champaign	Senior Living & Activity	Gov Fac	AE	12	

479	Additional	Catholic Charities Diocese of Peoria	1315 Curt Dr	Champaign	Other	Com Supp	AE	COLO	
479	Additional	State of Illinois - Dept. of Healthcare and Family Services	1315 Curt Dr	Champaign	State of Illinois	Gov Fac	FUTURE	COLO	
484	Additional	Christie Clinic - Cancer Center	109 W University Av	Champaign	Christie	Medical	FUTURE	12	
485	Additional	Christie Clinic - Champaign on Fox Drive	2110 Fox Dr	Champaign	Christie	Medical	FUTURE	12	
486	Additional	Christie Clinic - Urbana on Gregory	700 S Gregory St, Suite A	Urbana	Christie	Medical	UIUC	0	
488	Additional	Christie Clinic - C U Sleep	1207 S Mattis Av	Champaign	Christie	Medical	FUTURE	12	
493	Additional	Salvation Army Thrift Store	2212 N Market St	Champaign	Other	Com Supp	AE	1	
506	Additional	Parkland College Foundation	1806 Round Barn Rd	Champaign	Parkland	Gov Fac	AE	1	
507	Additional	Village of Savoy - Recreation Center	402 Graham Dr	Savoy	Village of Savoy	Com Supp	AE	1	
508	Additional	Girl Scouts	701 Devonshire Dr	Champaign	Youth	Com Supp	AE	1	
509	Additional	Christie Clinic - new clinic	I-57 & Curtis Rd	Champaign	Christie	Medical	FUTURE	12	
511	Additional	Champaign Park District- Virginia Theater	203 W Park St	Champaign	Champaign Park District	Com Supp	AE	1	
512	IRU	Champaign Unit 4 Schools - Curriculum Center	402 N Randolph St	Champaign	Champaign Unit 4	Gov Fac	IRU	12	
542	Original	Carle Surgery Center	1702 S Mattis	Champaign	Carle	Medical	FUTURE	12	
C1-U9	IRU	CTC01-UIUC09	100 Trade Center Dr	Champaign	CTC	Private	IRU	24	
C2	IRU	CTC02	1300 S Neil St	Champaign	CTC	Private	IRU	12	
C3	IRU	CTC03	2002 Glenn park Dr	Champaign	CTC	Private	IRU	12	
C4	IRU	CTC04	1602 Newton Dr	Champaign	CTC	Private	IRU	12	
C5	IRU	CTC05	3201 Apollo Dr	Champaign	CTC	Private	IRU	12	
C6	IRU	CTC06	S Fox Drive	Champaign	CTC	Private	IRU	12	
C7	IRU	CTC07	4101 Fieldstone Rd	Champaign	CTC	Private	IRU	12	
M4	IRU	MTD36 Bus Shelter	County Fair South Side	Champaign	MTD	Gov Fac	IRU	12	
M9	IRU	MTD9 Parkland Bus Shelter	Parkland College	Champaign	MTD	Gov Fac	IRU	COLO	
S2	IRU	UCSD SW Plant	2404 S Rising Rd	Champaign	UCSD	Gov Fac	IRU	12	
S7	IRU	UCSD Pump Station 7	2516 S First St	Champaign	UCSD	Gov Fac	IRU	12	
S8	IRU	UCSD Pump Station 8	302 S Prospect Av	Savoy	UCSD	Gov Fac	IRU	12	
S9	IRU	UCSD Pump Station 9	502 Windsor Rd	Champaign	UCSD	Gov Fac	IRU	12	
U08	IRU	Mystery Campus Unit	1902 Fox Dr	Champaign	UIUC	Private	IRU	12	
U10	IRU	Global campus and more	510 Devonshire Dr	Champaign	UIUC	Private	IRU	12	
U11	IRU	Purchasing and CIC	1819 S Neil St	Champaign	UIUC	Private	IRU	24	

NTIA ANCHOR TYPES

	This list	Waiting	Totals
# of K-12 Schools:	24	0	24
# of Libraries:	2	0	2
# of Medical Facilities:	13	1	14
# of Public Safety Facilities:	12	2	14
# of Community Colleges:	1	0	1
# of Public Housing Facilities:	3	0	3
# of other Institutions of Higher Learning:	0	0	0
# of Community Support Organizations:	54	99	153
# of Government Facilities:	22	22	44
Private Locations:	#REF!		
TOTAL ANCHORS:	#REF!	124	255

Check of Number on List: 141

ORDINANCE 2011-07-098

**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE
(BIG BROADBAND CONSTRUCTION, 2011-12)**

WHEREAS, the Annual Budget Ordinances of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2011, and ending June 30, 2012 (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 the fiscal year beginning July 1, 2011 and ending June 30, 2012 be and the same is hereby revised to provide as follows:

FUND:	Big Broadband Construction Fund
ADD EXPENSE:	Construction Costs, \$5,775,156
ADD REVENUE:	Subaward Grant U/I, 5,429,481
ADD REVENUE:	Local Share (Transfer TIF3), 345,675

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 _____, _____.

Laurel Lunt Prussing, Mayor



Revised Federal Budget as reported on Form 424C

	424C Total	F&S	CITES	Urbana	Champaign	Totals
1. Administrative and legal expenses		\$0	\$23,200	\$0	\$0	\$23,200
Explanation - this will go for legal expenses associated with negotiating IRU's.	\$23,200					
2. Land, structures, rights-of-way, appraisals, etc.		\$0	\$23,200	\$0	\$0	\$23,200
Explanation - These expenses were included in Construction	\$23,200					
3. Relocation expenses and payments		\$0	\$0	\$0	\$0	\$0
Explanation - No anticipated expenses	\$0					
4. Architectural and engineering fees		\$1,368,467	\$0	\$97,994	\$289,422	\$1,755,883
Explanation - The Shive-Hattery contract has several components. Most of the cost is in this budget line. The remainder is in the next budget line.	\$1,755,883					
5. Other architectural and engineering fees		\$742,471	\$0	\$0	\$0	\$742,471
Explanation - This is S-H's anticipated reimbursable expenses.	\$742,471					
6. Inspection			\$345,696	\$175,562	\$262,734	\$783,992
Explanation - These are the costs for staff time and benefits for construction inspection. of the cities and the University.	\$783,992					
7. Site work		\$8,375		\$8,375	\$16,750	\$33,500
Explanation - FTTP Construction-related site preparation.	\$33,500					
8. Demolition and removal		\$18,720	\$0	\$18,720	\$37,440	\$74,880
Explanation - FTTP Construction-related work.	\$74,880					
9. Construction		\$2,403,028	\$4,210,789	\$5,474,505	\$10,279,490	\$22,367,812
Explanation - This falls into the categories as detailed below.	\$22,367,812					
Phase 1 Construction:	\$15,657,620	\$1,372,905	\$0	\$4,992,905	\$9,291,810	\$15,657,620
Phase 1 Construction 8% Contingency	\$1,261,280	\$112,000		\$401,600	\$747,680	\$1,261,280
Node Work	\$561,100	\$561,100	\$0	\$0	\$0	\$561,100
Existing Infrastructure	\$485,798	\$0	\$485,798	\$0	\$0	\$485,798
Canvass and FTTP Easements:	\$532,500	\$0	\$452,500	\$0	\$80,000	\$532,500
Construction Management:	\$240,000	\$0	\$0	\$80,000	\$160,000	\$240,000
Fiber Drops, Inside Wiring & Installation:	\$2,700,000	\$0	\$2,700,000	\$0	\$0	\$2,700,000
Implementation Staff time & Benefits	\$929,514	\$357,023	\$572,491	\$0	\$0	\$929,514
Transfer from Equipment 7/20/11	\$89,020					
Transfer from Engineering	\$46,596					
Reduction of F&S Charges	\$92,977					
Subtotal:	\$22,367,812	\$2,403,028	\$4,210,789	\$5,474,505	\$10,279,490	\$22,367,812
10. Equipment		\$0	\$3,503,872	\$0	\$0	\$3,503,872
Explanation - This falls into three main categories as detailed below.	\$3,503,872					
FTTP Electronics:	\$2,082,029		\$2,082,029			\$2,082,029
Core Electronics: Servers, Routers, Switches, Test Equipment & Network Monitoring Tools	\$1,146,843		\$1,146,843			\$1,146,843
BSS/OSS System	\$275,000		\$275,000			\$275,000
Subtotal:	\$3,503,872	\$0	\$3,503,872	\$0	\$0	\$3,503,872
11. Miscellaneous, Travel & Consultants		\$0	\$73,115	\$0	\$5,000	\$78,115
12. SUBTOTAL (add #1 through #11)	\$29,386,925	\$4,541,061	\$8,179,872	\$5,775,156	\$10,890,836	\$29,386,925
			All Non Construction	\$353,556	\$797,156	
13. Contingencies	\$0				\$80,000	\$29,386,925
14. SUBTOTAL (add #12 and #13)	\$29,386,925				\$5,000	
15. Project (program) income	\$0			\$175,562	\$262,734	
16. TOTAL PROJECT COSTS (subtract #15 from #14)				\$97,994	\$289,422	
				\$80,000	\$160,000	
			Non-Construction Sub Awards:	\$353,556	\$797,156	

Original Construction Total	\$22,232,196
Add \$89,200 from Equipment	\$89,020
Add \$92,977 from F&S Fees (already in that NTIA budget line, but part of Implementation)	internal
Add \$46,596 from Engineering	\$46,596
	\$22,367,812

UC2B Infrastructure Project Sources of Funds

Organization	Cash	In-Kind	Total	% of Total
Department of Commerce NTIA	\$22,534,776		\$22,534,776	76.68%
State of Illinois	\$3,500,000		\$3,500,000	11.91%
University of Illinois CITES	\$510,971		\$510,971	1.74%
City of Champaign	\$498,070		\$498,070	1.69%
City of Urbana	\$345,675		\$345,675	1.18%
Champaign Unit 4 Schools	\$622,557		\$622,557	2.12%
Urbana District 116 Schools		\$298,075	\$298,075	1.01%
Champaign Telephone Company	\$587,698		\$587,698	2.00%
C-U Mass Transit District	\$339,103		\$339,103	1.15%
U-C Sanitary District	\$120,000		\$120,000	0.41%
Lincoln Trail Libraries System	\$30,000		\$30,000	0.10%
Total All Sources:	\$29,088,850	\$298,075	\$29,386,925	100.00%
Total Local Match:	\$3,054,074	\$298,075	\$3,352,149	11.41%
Total State Match:	\$3,500,000		\$3,500,000	11.91%
Total Federal Dollars:	\$22,534,776		\$22,534,776	76.68%
Total Non-Federal Dollars:	\$6,554,074	\$298,075	\$6,852,149	23.32%
Total Non-University Match:	\$6,043,103	\$298,075	\$6,341,178	21.58%