



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Building Safety Division

m e m o r a n d u m

TO: Diane Wolfe Marlin and City Council Members

FROM: John A. Schneider, MPA, Community Development Services Director
Nick Hanson, Housing Inspector II/Code Compliance Supervisor

DATE: August 1, 2019

SUBJECT: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CONCERNING CERTIFIED HOUSING INSPECTIONS (Term of 2019 to 2022)

Description

On the August 5, 2019 agenda of the Urbana City Council is a Resolution Approving an Intergovernmental Agreement with the Board of Trustees of the University of Illinois Concerning Certified Housing Inspections (Term of 2019 to 2022). The proposed agreement details terms and conditions for the City of Urbana to undertake and complete annual certification of private certified student housing facilities in Urbana.

Background & Discussion

The Certified Housing program is a division of the University of Illinois Housing Department, under the Vice-Chancellor of Student Affairs. The goal of the University's Certified Housing Program is to provide safe, healthful, and educationally beneficial housing for single undergraduate students. Each facility must comply with all City and Public Health standards including electrical, plumbing, fire safety, and food sanitation and security regulations.

Since the late 1950's the City of Urbana Building Safety Division has completed annual inspections to certify that certain private student housing complies with University Certified Housing Standards, the City's Model Codes Adopting Ordinance and the City's Zoning Ordinance. This year, there are approximately 1,242 students residing in Certified Housing properties in Urbana.

To ensure compliance with City of Urbana codes, Building Safety Division Housing Inspectors annually inspect privately owned buildings in west Urbana that comprise the Certified Housing stock. Since 2008, an average of 22 buildings have been inspected annually by the City. After all code violations are addressed, staff re-inspects to verify full compliance. Initial inspections begin in early September and are typically completed by the end of the month.

The follow-up inspections are usually completed by the end of October each year. In some cases extensions are granted to have all needed work completed by the final inspection date of January 15.

This allows time for work to be completed over the holiday break (when students are absent) and to schedule the final inspections. Final payment under the agreement occurs by the end of February each year.

The City sends the invoice in January with the payment due date of February 28 annually. For FY 2018-2019, the City received \$30,785 from the University for Certified Housing inspections. Due to a delay in processing, the previous agreement expired and a new agreement is needed to cover the fall 2019 activities and to continue the arrangement through the Fiscal Year 2022.

The proposed agreement has been reviewed by the University of Illinois staff and the Urbana City Attorney. City staff requested the removal of provision (#10) that would allow the University to terminate for its convenience. The University staff indicated that the section of the agreement should be marked out (strikeout) and initialed by the City. The agreement memorializes the details of the services provided and the costs that will be reimbursed to the City to allow for future budget planning for both agencies.

As with previous agreements, the proposed agreement is for three consecutive fiscal years, beginning with the current fiscal year (FY20) and provides for an increase of 2.0% for FY20 and increases of 2.5% for each of FY21 and FY22 with the annual inspection process to be completed and paid by February 28th, each year. The agreement also provides a mechanism for two additional two-year extensions with an annual increase not to exceed 3.5%.

Fiscal Impacts

Approval of the Resolution will mean that the University will annually compensate the City for the services provided as illustrated in the following table:

Term	Amount	Due Date
July 1, 2019 – June 30, 2020	\$31,400.00	February 28, 2020
July 1, 2020 - June 30, 2021	\$32,185.00	February 28, 2021
July 1, 2021 - June 30, 2022	\$32,990.00	February 28, 2022

Options

The City Council has the following options:

1. Approve the Resolution authorizing execution of the agreement.
2. Approve the Resolution, with certain specified modifications.
3. Do not approve the Resolution and provide further direction to staff.

Recommendation

Staff recommends that the City Council APPROVE the proposed Resolution.

RESOLUTION NO. 2019-08-031R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CONCERNING
CERTIFIED HOUSING INSPECTIONS**

(Term of 2019 to 2022)

WHEREAS, the City of Urbana, Illinois (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; enable the City to enter into intergovernmental agreements with other units of government including The Board of Trustees of the University of Illinois (the “University”); and

WHEREAS, in past years the City and the University have entered into intergovernmental agreements whereby the City agreed to conduct annual inspections of Private Certified Housing facilities with respect to all applicable City codes and University certified housing standards; and

WHEREAS, the City and the University seek to renew their Agreement Concerning Certified Housing Inspections; and

WHEREAS, the City Council finds that the best interests of the City are served by approving an intergovernmental agreement between the City of Urbana and the Board of Trustees of the University of Illinois for annual inspections of private certified student housing facilities in substantially the form of the exhibit appended hereto and made a part hereof.

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

Section 1. An Agreement between the City of Urbana and the University of Illinois Concerning Certified Housing Inspections, in substantially the form of the exhibit 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 in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

Diane Wolfe Marlin, Mayor

AN AGREEMENT BETWEEN
THE CITY OF URBANA
AND THE UNIVERSITY OF ILLINOIS
CONCERNING CERTIFIED HOUSING INSPECTIONS

THIS AGREEMENT, made upon the date of final, executing signature between the City of Urbana, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and the Board of Trustees of the University of Illinois, a public corporation of the State of Illinois, hereinafter referred to as the "University."

WITNESSETH:

WHEREAS, the University maintains an agreement with property owners and/or management companies of privately owned buildings designated by the University as Private Certified Housing; and

WHEREAS, the City has established minimal standards for the interior and exterior conditions of a private property within the city limits including fire safety, interior occupancy standards, and exterior maintenance requirements; and

WHEREAS, the University and the City agree that it would be in their best interest to develop a program which would assure the annual inspection of Private Certified Housing facilities with respect to all applicable City codes and the University certified housing standards, last revised January 2016 (the "University Certified Housing Standards").

NOW THEREFORE, in consideration of the preceding and the following premises, it is mutually agreed by the City and the University as follows:

1. Term. The initial term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless terminated or extended as permitted herein.
2. Renewal. The Parties shall have the option to renew this Agreement for two additional two-year terms with annual costs to be determined at the time of renewal by mutual agreement and subject to Section 3 below. Such negotiations for renewal must be completed no later than sixty (60) days prior to the end of the current term.
3. Payment. The University shall pay to the City, for the initial term of this Agreement, the sums as listed below. Thereafter any cost increase for an annual term shall not exceed 3.5%.

Term	Amount	Due Date
July 1, 2019-June 30, 2020	\$ 31,400.00	February 28, 2020
July 1, 2020 -June 30, 2021	\$ 32,185.00	February 28, 2021
July 1, 2021 -June 30, 2022	\$ 32,990.00	February 28, 2022

4. Inspection Services Provided. For and in consideration of the payments provided for in Section 3 above, the City agrees that it will perform the following services within the corporate limits of the City of Urbana.

- a. New Units. At the written request of the University, the City will perform, within a reasonable time of such request, an initial inspection of any building whose owner seeks to secure certified student housing designation from the University. Such inspection shall consist of an inspection to determine compliance with applicable City codes and the University Certified Housing Standards. The City shall complete a written report as to the results of such inspection.
- b. Annual Inspection. The City shall inspect all privately owned University certified student housing between August 15th and December 31st (barring those facilities that have received reasonable extensions for compliance) of each year that this agreement is in effect. The University shall provide to the City a list of such housing units prior to July 1st of each year that this Agreement is in effect.

Such inspection shall consist of an inspection to determine compliance with applicable City codes and the University Certified Housing Standards. A written report with results will be transmitted to the University's Housing Information Office within three (3) business days of the inspection. Additionally, the City shall perform such follow-up inspections as is customary in its ordinary procedures to obtain reasonable compliance with its remedial orders. The City shall prepare a written report as to the results of all reinspections within five (5) business days of the first reinspection and within three (3) business days of any subsequent reinspections.

The city's customary and ordinary procedures consist of (a) an initial inspection, (b) a reinspection for compliance, (c) if needed, a reasonable extension for compliance, and (d) a final inspection. Written reports will be transmitted to the University's Housing Information Office following each inspection. If the property is not in compliance with City Codes and the University's Certified Housing Standards at the conclusion of this process, the City will provide a report to the University's Housing Information Office of remaining deficiencies and may initiate legal enforcement options to gain compliance.

- c. Special Requests. A reasonable number of inspections for fire safety on special occasions, such as Homecoming or Christmas parties, shall be performed by the City upon written request by the University. Such a request shall be made at least thirty (30) calendar days prior to the desired date for such an inspection, though the City may agree to performance of such an inspection with less notice.
 - d. Limited Inspection of Food Service Areas. The City will inspect the food service areas of private certified housing facilities for conformance with only the City's Property Maintenance Code.
 - e. Nuisance Properties. Nothing contained herein prevents the City from enforcing applicable ordinances and/or collecting fines/payment against properties and property owner(s) in the same manner as the City enforces Property Maintenance Code and other applicable City code and ordinance violations with non-certified housing rental property. The University shall not be responsible or liable for such ordinance violations, fines/costs, or for the collection of the same.
5. Enforcement. The University shall supply annually the names, mailing addresses, and phone numbers of Private Certified Housing owners/operators, house counselor, and corporate board president. The University shall require Private Certified Housing owners/operators and house counselors to cooperate with the City to schedule and conduct inspections and reinspections. It is understood that an inspection will not be performed unless the property owner, operator, or house

counselor is available to accompany an inspector during an inspection or reinspection. The City shall report a failure to comply by a property owner/operator to the University, which may result in immediate decertification at the University's option.

6. Reporting. The City shall inform the University of any and all violations of the City codes or the University Housing Standards which are found to exist in any certified housing structure for which the inspection has been performed. Following each and every inspection, written notification will be sent to property owners/operators and the Housing Information Office. The City will inform the Housing Information Office if a property owner/operator or representative fails to abate violations within the time frame that may be specified by the City or any extension thereof. Extensions granted by the City shall not extend beyond December 31st of any year without joint approval by both the City and the University.
7. Construction. Nothing in this Agreement shall be construed to abrogate or reduce in whole or in the application of the applicable provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10 /1 · IOI et seq.).
8. Notices. All written notices required hereunder shall be deemed given when sent via the United States mail, postage prepaid to:

CITY	UNIVERSITY
Community Development Services Department 400 S. Vine Street Urbana, IL 61801	Office of the Vice Chancellor for Student Affairs Swanlund Administration Building 601 East John Street Champaign, IL 61820

9. Termination for Non-Appropriation. Customer may terminate this contract if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay this obligation or if funds are insufficient for any reason. If Customer terminates for non-appropriation, it shall provide Vendor with prompt written advance notice. If Customer terminates for non-appropriation, it will not be a breach or default of the contract.
- ~~10. Termination for Convenience. The University may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.~~

IN WITNESS WHEREOF, the parties hereunto set their hand this day and year upon date of last signature.

<p>CITY OF Urbana, ILLINOIS, A Municipal Corporation</p> <p>By: _____ Diane Wolfe Marlin, Mayor</p> <p>ATTEST: _____ City Clerk</p> <p>Date: _____</p>	<p>THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</p> <p>By: _____ Avijit Ghosh, Comptroller</p> <p>Date: _____</p>
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