ORDINANCE NO. \_\_2008-07-060

# AN ORDINANCE APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

(C-U Independence, Project No. 0809-AAP-03)

WHEREAS, on APRIL 21, 2008, the Urbana City Council passed Ordinance No. 2008-04-028 approving the City of Urbana and Urbana HOME Consortium Annual Action Plan for Program Year 2008-2009 authorizing certain activities under the Public Facilities and Improvement Activity Program.

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

Section 1. That an Agreement providing \$50,000.00 in Community Development Block Grant funds, to install an automatic fire sprinkler at its supported living apartment building for individuals with development disabilities, located at 610 East Kerr Avenue, Urbana, in substantially the form of the copy of said Agreement attached hereto and herby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 7th day of July 2008 .

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this

2008 .

Res. OND. #2008.07.060

Agreement # 0809-AAP-03

# CITY OF URBANA COMMUNITY DEVELOPMENT BLOCK GRANT

#### **AGREEMENT**

SUBRECIPIENT NAME: C-U Independence

PROJECT NO.

0809-AAP-03

PROJECT ADDRESS

610 East Kerr Avenue, Urbana IL 61801

CFDA No. 14.218

THIS SUBRECIPIENT AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and C-U Independence, an Illinois Not-For-Profit Organization (hereinafter the "Subgrantee").

#### WITNESSETH

WHEREAS, the City has been designated as an entitlement community by the U. S. Department of Housing and Urban Development (hereinafter "HUD") under provisions of the Housing and Community Development Act of 1974, as amended, and, as an entitlement community, the City will receive an entitlement of Community Development Block Grant (hereinafter "CDBG") funds for the period beginning July 1, 2008 and ending June 30, 2009, pursuant to the CDBG Program; and,

WHEREAS, the Urbana City Council has adopted an Annual Action Plan for the year beginning July 1, 2008 and ending June 30, 2009 which allocates a CDBG budget and authorizes establishment of public service/public facilities & improvement activities to be sponsored by non-profit agencies in the area; and,

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

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

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The preamble set forth above is hereby incorporated and made part of the Subgrantee Agreement.
- The purpose of this Subrecipient Agreement is to pledge FY 0809 CDBG program funds to: Install 2. a new automatic fire sprinkler at their supported living apartment building for individuals with developmental disabilities, as described in Attachment D of this Subrecipient Agreement.
- 3. The City agrees to grant to the Subgrantee the sum of \$50,000.00 (Fifty thousand and 00/100 Dollars), and the Subgrantee agrees to abide by the CDBG Program and to use said funds for the purpose of carrying out Subgrantee Project No.0809-AAP-03 (hereinafter the "Project").

- 4. The Subgrantee understands and agrees that a request for disbursement of CDBG funds pursuant to this Subrecipient Agreement shall not be made until such funds are needed to pay eligible costs related to the Project. Subgrantee understands and agrees that funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving said CDBG funds, and should the entitlement funds be discontinued or reduced for any reason, Subgrantee understands and agrees that funding under this Subrecipient Agreement could cease or be reduced without advance notice.
- 5. The City and the Subgrantee agree that no modification to this Subrecipient Agreement shall be effective unless in writing and executed by both the City and the Subgrantee.
- 6. The Subgrantee agrees and authorizes the City and HUD to conduct on-site reviews, examine personnel records and to conduct any other procedures and practices to assure compliance with this Subrecipient Agreement. The Subgrantee shall execute and abide by the terms of Attachment A, Equal Employment Opportunity Certification, and with all City of Urbana Affirmative Action requirements.
- 7. The Subgrantee shall complete and adhere to Attachment B, Assurances, of this Subrecipient Agreement and shall submit said Attachment B to the City as a condition of final execution of this Subrecipient Agreement.
- 8. The Subgrantee shall complete and adhere to Attachment C, Statement of Special Conditions, and submit said Attachment C to the City as a condition of final execution of this Agreement.
- 9. The Subgrantee shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments which may in any manner effect the performance of the Subgrantee with respect to the Subrecipient Agreement.
- 10. The Subgrantee represents to the City that the Project shall begin on July 1, <u>2008</u> and shall terminate on June 30, <u>2009</u>, unless otherwise extended in a written modification to this contract executed by the City and Subgrantee.
- 11. The Subgrantee shall not assign this Subrecipient Agreement nor any part thereof and the Subgrantee shall not transfer nor assign any funds or claims due hereunder without the prior written approval of the City. Any transfer or assignment of funds pursuant to the Subrecipient Agreement, either in whole or in part, or any interest therein, without prior written consent of the City shall be of no force or effect.
- 12. The allocation of these funds shall in no way obligate the City for any financial responsibility incurred by the project in excess of the stipulated allocation. The allocation of these funds shall in no way obligate the City to bear responsibilities for the maintenance of any project under the provision of the Housing and Community Development Act of 1974, as amended.
- 13. This Agreement neither obligates nor precludes the City from further accepting or distributing funds entitled to the City nor restricts nor limits the powers of the City to use such funds pursuant to the provisions of the Housing and Community Development Act of 1974, as amended.
- 14. This Agreement neither obligates nor precludes the Subgrantee from further accepting funds or assistance pursuant to the Housing and Community Development Act of 1974, as amended.

- 15. The Subgrantee agrees to protect, indemnify, hold and save harmless, and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of the Subgrantee, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Subgrantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.
- 16. It is mutually understood and agreed that the Subgrantee shall have full control of the ways and means of performing the services referred to herein, subject to guidelines established in Attachment C, and that the Subgrantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.
- 17. However, Subgrantee agrees that in the procurement of supplies, equipment, construction, and services, the following conflict of interest provisions shall apply.
  - A. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter.
  - B. This conflict of interest provision of shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subgrantee or the City.
  - C. Upon written request, exceptions to the conflict of interest provisions may be granted jointly by the City and HUD on a case-by-case basis but only after the Subgrantee has disclosed the full nature of the conflict, submitted proof that the disclosure has been made public, and provided a legal opinion that there would be no violation of state or local law if the exception were granted.
- 18. Upon execution of this Subrecipient Agreement, including the required submission of all required attachments, the City and the Subgrantee shall adhere to the following:
  - A. The City and Subgrantee shall adhere to all special conditions described in Attachments A, B, and C of this Subrecipient Agreement;
  - B. To the greatest extent feasible all expenditures made under this project shall be made to Champaign County firms and individuals;
  - C. Financial records and payments shall comply with all federal regulations;

- D. The Subgrantee agrees to allow any and all audits of its records as may be required and to permit inspection of program records by representatives of the Urbana Grants Management Division and HUD.
- E. The Subgrantee agrees to retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.
- F. The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subgrantee agrees that client information collected pursuant to this Subrecipient Agreement is confidential, and the use or disclosure of such information, when not directly connected with the administration of the Project, is prohibited unless prior written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.
- 19. The City may suspend or terminate this Subrecipient Agreement, in whole or in part, if Subgrantee materially fails to comply with any term of the Subrecipient Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subgrantee ineligible for any further participation in the CDBG program, in addition to other remedies as provided by law.

The Subgrantee agrees that if the City determines that the Subgrantee has not complied with or is not complying with the provisions of the Subrecipient Agreement and so notifies the Subgrantee by written notice of said violations and the Subgrantee fails to correct said violations within thirty (30) days from receipt of said notice, the City may terminate this Subrecipient Agreement by written notice. And, may take other action as may be permitted by this Subrecipient Agreement.

- 20. Subgrantee shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City. Requirements for said Progress Reports are specified in Attachment C hereto and made a part hereof.
- 21. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

John A. Schneider, Manager

Grants Management Division

Dept. of Community Development Services

400 South Vine Street Urbana, Illinois 61801

TO THE SUBGRANTEE:

Dale Morrissey, CEO

Developmental Services Center 1304 West Bradley Avenue Champaign, Illinois 61821 22. This Agreement shall be effective as of the date executed by the City.

DATE:

DA

# ATTACHMENT A EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is a Subgrantee of the Urbana CDBG Program and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the City and HUD, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subgrantee further agrees to the following:

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

Name (Please Print):A A Normal SSA	et CEO IPA
Signature: Oclett. man	
Title: _ Cluf Exectus offereis/	Exprind assoult
Date: 7/15/08 7/15/08	
MO1: 15/08	

# ATTACHMENT B ASSURANCES

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

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

Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- D. Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower-income residents of Champaign County and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.
- E. Labor Standards. The requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, Sections 103 & 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- F. Guidelines for Energy Management / Energy Star. Guidelines have been established regarding energy management using Energy Star and are recommended by both the Dept. Housing & Urban Development and the Illinois Department of Commerce and Economic Opportunity and subgrantees are encouraged to follow these guidelines.
- G. Copyrights. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- H. Patent Rights. Agencies shall use standard patent rights clause specified in "rights to Inventions made by Non-Profit Organizations and Small Business Firms" (37 CFR Part 401), when providing support for research and development.
- I. Clean Air/Clean Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - a. Clean Air Act, 42 U.S.C., 7401, et seq.;
  - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

- J. Disbarment & Suspension. The Subrecipient certifies that it is not Disbarred or Suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. The Subgrantee shall establish procedures to ensure that any award made to contractors or subcontractors at any tier, is not in violation of the non-procurement debarment and suspension common. The Subgrantee shall verify and document that none of its contractors or subcontractors are debarred, suspended, or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List".) The Subgrantee may request assistance from the City of Urbana to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.
- 8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 9. It will comply with the provisions of the Hatch Act which limit the political activity of employees. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

These assurances are signed with regard to Subgrantee Project No. <u>0809-AAP-03</u> of the Urbana CDBG Program.

Subgrantee: Chief Executive Officer	CEO/PA
Subgranitor Sinor England	and the same of the same
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Attest	
Attost	
7/15/08	
Date	

# ATTACHMENT C STATEMENT OF SPECIAL CONDITIONS

Subgrantee understands and agrees that it is a subrecipient of Urbana CDBG Program and is eligible to receive funds for Subgrantee Project No. 0809-AAP-03 pursuant to this Agreement.

The following conditions, in addition to those established in the Agreement itself, and other attachments thereto, and federal, state, county and city laws, regulations, and procedures pertinent to this project, have been set forth and must also be complied with in order for Subgrantee to receive CDBG Program Assistance for Subgrantee Project No.0809-AAP-03.

1. This Agreement is contingent upon Subgrantee operating the Scope of Service herein outlined during the period July 1, 2008- June 30,2009.

## **SCOPE OF SERVICE**

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

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

# A. Program Delivery

The Subgrantee shall provide a suitable living environment which includes increasing access to quality public and private facilities, and services. Installing a new automatic fire sprinkler system at C-U Independence will increase the quality of the building, thus providing those living there a better quality of life.

# B. General Administration

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

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

Family	Income Not	Family	Income Not
Size	To Exceed	Size	To Exceed
1	\$21,900	5	\$ <u>33,800</u>
2	\$ <u>25,050</u>	. 6	\$ <u>36,300</u>
3	\$ <u>28,150</u>	7	\$ <u>38,800</u>
4	\$31,300	8	\$41,300

10 of 13

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

Total Number of Persons To Be Served: 24

Subgrantee shall be responsible for documenting the number of persons served by submitting Certifications of Income in a form provided by the City at the time requests for reimbursement of funds are submitted.

- 5. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$50,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below. The City shall make payments to the Subgrantee as reimbursement of expenses related to the administration and expenses of the program activities as stated in Article 2. The City shall make payment to Subgrantee within 21 calendar days of receipt of an acceptable billing from Subgrantee. Acceptable billing shall include such documentation as outlined herein.
- 6. LINE ITEMS AND DOCUMENTATION NEEDED: K09-1-6300-4064

The initial request for reimbursement submitted by the Subgrantee to the City shall include the following supporting documentation: cancelled checks, and paid receipts or copies of invoices.

FOR Public Service Grants: With each subsequent request for reimbursement, Subgrantee shall submit copies of Certification of Income forms signed by the parents/guardians of the youth served (or other such documentation as agreed upon between the City and the Subgrantee). Ethnic information for each person served shall also be submitted.

FOR Public Facility Grants: The Subgrantee shall submit a copy of the Contractor's Statement and Certified Payrolls as required to comply with Davis Bacon regulations; An Architects Inspection report that indicates percentage of project completion and other supporting documents as required by the City.

- 7. Subgrantee agrees that funds received from the City pursuant to this Agreement shall be used to cover program costs. Subrecipient shall report semi-annually for periods ending December 31<sup>st</sup> and June 30<sup>th</sup> all program income generated by activities carried out with CDBG funds made available under this Agreement. Subgrantee may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for funds by the amount of any such program income balances. Any and all program income (including investments thereof) on hand when this Agreement expires, or received after the Agreement's expiration, shall be returned to the City.
- 8. Subgrantee agrees to submit quarterly Progress Reports to the City in an agreed upon format. Progress Reports shall be due October 31, January 31, April 30, and no later than July31. Final billing requests shall not be processed for payment until a final Progress Report is submitted.
- 9. Subgrantee agrees to maintain financial records in accordance with the applicable Federal OMB Circulars A-110 and A-122 and to separately and accurately identify use of CDBG Program funds pursuant to this Agreement.

10.

request by the City and HUD.

Name of Subgrantee: CV - From product

Records maintained by Subgrantee pursuant to this Agreement shall be available for inspection upon

Name of Subgrantee: CO TANT PENCE

Address: 6/0 2 437 KRACK ALRIVE, WEBNUR, I (468)

Signed by: CRS/M

Title: Chief Einlin Officer / Parfersion Cassonil

Date: 7/15/08

# ATTACHMENT D SUBRECIPIENT APPLICATION



# CITY OF URBANA FY2008-2009 CDBG GRANT APPLICATION PUBLIC FACILITIES

\*This application should be used by agencies requesting funding to carry out public facility projects only\*

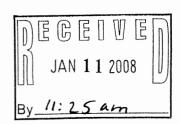
Funding awarded through this application process is intended for use between July 1, 2008 and June 30, 2009. To be considered for funding, applications must be submitted by **4:00p.m.**, **Friday**, **January 11**, **2008** to the Dept. of Community Development Services, Grant Management Division, 400 South Vine Street, Urbana. Questions regarding the application should be directed to John Schneider or Kelly Hartford, City of Urbana, Dept. of Community Development Services, Grants Management Division, (217) 384-2447.

The amount of available funds for the Community Development Block Grant (CDBG) programs will depend upon HUD allocations to the City of Urbana for FY2008-2009. Please complete all information as completely and concisely as possible in the space provided.

PROJECT INFORMATION	
Project Title: Fire Sprinkler System Installation	
Amount Requested: \$72,000	
Project Type: ☐ New Program ☐ Continuation of Existing Program (Yr Started: 1989 )	)
ORGANIZATION INFORMATION	
Applicant Organization: C-U Independence	
Organization's Legal Name: C-U Independence	
Address: 1304 W. Bradley Avenue, Champaign, IL 61821	
Telephone Number: 217-356-9176	
Fax Number: 217-356-9851	
Federal I.D. Number: 217-7183661	
Type of Applicant: ☐ Unit of Government ☐ Public Non-Profit ☐ Private Non-Profit	
PLEASE ATTACH THE FOLLOWING INFORMATION TO THIS APPLICATION:	
Application: Submit one (1) original and two (2) copies	
Project Budget	
Project Schedule	
Board of Directors	
Organization Chart	
Fiscal Audit: All applicants must submit one (1) copy of their most recent audit/financial report with this	
application. If most recent audit has already been submitted to the City of Urbana, please indicate date of	
audit, date of when submitted, and to whom the audit was sent.	

Completed applications are to be returned to:

City of Urbana
Dept. of Community Development Services
Grants Management Division
400 South Vine Street
Urbana, IL 61801



\*DEADLINE FOR SUBMISSION OF THE APPLICATION IS 4:00P.M., FRIDAY, JANUARY 11, 2008 \*

# \*NO INCOMPLETE APPLICATIONS, FAX APPLICATIONS, OR LATE APPLICATIONS WILL BE ACCEPTED\* BASIC INFORMATION FOR APPLICANTS

# A. INTRODUCTION

The Community Development Block Grant (CDBG) Program was established by the Federal Housing and Community Development Act of 1974 (Act). Administered nationally by the U.S. Department of Housing and Urban Development (HUD), the Act combined eight categorical programs into a single block grant program. Through this program, funds are available to help the City of Urbana meet their greatest economic and community development needs, with an emphasis upon helping persons of extremely low- to low-income. In order to ensure that the program meets the intent of the Federal Housing and Community Development Act of 1974, as amended and re-authorized by the National Affordable Housing Act of 1990, Congress has required that entitlement programs meet at least one of the following three (3) national objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Meet other community development needs that pose a serious and immediate threat to the health and welfare
  of the community

Within the statutory requirements of the Act, the City of Urbana has the flexibility to design its own program objectives and procedures for program administration and to develop criteria for selection of grant subrecipients. The City has decided to focus its activities on those that principally benefit extremely low- and low-income persons. The City's CDBG program is intended to supplement the efforts of organizations in initiating and/or engaging in a community development purpose. Beyond the broad national objective of benefiting low- and moderate-income persons, the City has established the following specific objectives for its CDBG program:

- Improve public infrastructure and elimination of conditions which are detrimental to health, safety and public welfare
- Conservation of the City's housing stock in order to provide a decent home and a suitable living environment for persons of extremely low- and low-income
- Strengthen community economic development by creating jobs, stimulating private investment and expanding the tax base
- Support public services required to make the City of Urbana a suitable living environment for its extremely low-to low-income residents

# **B. LOCAL FUNDING PRIORITIES**

In concurrence with and in the support of the <u>City of Urbana Consolidated Plan For Program Years 2005-2009</u>, the following priorities have been set for CDBG funding decisions for Program Year 2008-2009. Applications that do not address one of the local priorities listed below will not be considered for funding:

- A. To provide decent housing
- B. To provide a suitable living environment which includes:
  - Improving the safety and livability of neighborhoods;
  - Increasing access to quality public and private facilities and services;
  - Reducing the isolation of income groups within the City through spatial de-concentration of housing opportunities for lower income persons;
  - Revitalizing deteriorating neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conversation of energy resources
- C. To expand economic opportunities

# C. REVIEW PROCESS

All completed applications submitted before the deadline will be reviewed and evaluated by Grants Management Division staff. The screening and review process is designed to ensure that the City's limited amount of CDBG funding is allocated to proposals that demonstrate the need for financial assistance, an ability to carry out a well-designed project, and a method for measuring program effectiveness. In its recommendations to the Community Development Commission and City Council, GMD staff will also take into account past performance of the applicant. Proposal awards are subject to available funding. The Urbana City Council makes the final determination of grant awards and the amount of funding awarded.

D. DAVIS BACON AND RELATED ACTS (DBRA)  Be aware that if the project is more that \$2,000, the above Acts may apply to this project.			
APPLICATION			
	structions for Application on pg. 11.		
A DDO IFOT AND	D A DDI IO ANT INFORMATION		
A. PROJECT AN	D APPLICANT INFORMATION		
A1. Type of Project	t (check)		
Infrastructure			
□ Public Facility			
A2. Type of Applic	ant (check)		
Unit of Govern	ment		
Public Non-Pro			
Private Non-Pr			
For-Profit Age			
<u> </u>			
A2 Damas Daamas	sails for Dromonation of Application		
Name	Sible for Preparation of Application  Katie Avalos		
Title			
	Development Specialist		
Street	1304 W. Bradley Ave		
City, State, Zip	Champaign, IL 61821		
Phone Number	217-398-7108		
Fax Number	217-356-9851		
E-Mail	kavalos@dsc-illinois.org		

A4. Person Responsible for Proposed Activity		
Name	Tom Everette	
Title	Maintenance Director	
Street	1304 W. Bradley	
City, State, Zip	Champaign, IL 61821	
Phone Number	217-356-5176	
Fax Number	217-356-9851	
E-Mail	teverette@dsc-illinois.org	

A5. Interagency Collabo	oration:			
Agency Name	Address	Phone	Contact Person	Involvement
N/A				

A6. Please indicate if this is a one year project or a m f a multiple year project, indicate how many years:	 ⊠ One year	☐ Multiple year
		-

# **B. ACTIVITY TO BE FUNDED:**

B1. Fully describe the activity for which you are requesting funds and the need for the project:

In accordance with recent changes to the City of Urbana's Fire Prevention Code, C-U Independence is requesting \$72,000 to install an automatic fire sprinkler system at our supported living apartment building for individuals with developmental disabilities. The new sprinkler system will substantially increase the safety and livability of our apartment building, provide a decent and suitable living environment for extremely low-and low-income individuals, and increase the quality of services available in the city of Urbana.

C-U Independence facilitates the work of Developmental Services Center (DSC) by providing residential alternatives to persons with developmental disabilities and their families at our supported living apartment building located at 610 E. Kerr in Urbana. Although DSC and C-U Independence are separate corporations with separate and distinct Board of Directors, they work collectively towards the same overall mission – to enhance the lives of persons with disabilities by providing services and supports which enable them to live, work, learn and participate in their communities.

The apartment building was built in 1989 in partnership with HUD and consists of single unit apartments providing housing to 24 consumers (preferred term for individuals served by DSC). Unique in Champaign-Urbana, the apartment building offers a living arrangement in between a fully supervised group home and the more autonomous option of living in an apartment in the community. For many C-U Independence creates a perfect combination of an independent living environment while offering staff support when needed. Most consumers living in our apartment building are semi-independent needing only minimal support for tasks like balancing their check book, making medical appointments, or navigating new bus routes. Many enjoy living at our apartment building because of the added camaraderie and activities organized by the Tenant Council including holiday parties, summer barbeques, and annual trips (past destinations include Six Flags and the St. Louis Zoo). Because of DSC's role as a trusted service provider to individuals with developmental disabilities, it is of the utmost importance that we respect the quality of life of the individuals we serve by ensuring the safety and livability of our apartment building.

# **Project Goals and Objectives**

Goal 1: Increase safety and livability of apartment building and neighborhood

- Objective 1: Meet all accepted safety and livability standards by installing new sprinkler system which will impact apartment residents as well as neighbors by reducing risk of serious fires
  - Continue estimate process
    - ➤ C-U Independence is currently receiving estimates for this project. To date we have received estimate with two other estimates pending. Our submitting budget represents the minimum cost as estimated thus far.
  - Using Davis-Bacon requirements, advertise a RFP and choose a contractor within 30 days of notification from the City of Urbana regarding funding
  - In working with the contractors schedule will ensure the fire sprinkler system is installed by April 2009

Goal 2: Provide a decent and suitable living environment for extremely low- and low-income individuals

Objective 1: Meet accepted standards for decent and suitable living environment

• Ensure that all other standards are met through on-going review of living conditions

Goal 3: Improve quality of services in the City of Urbana for extremely low- and low-income individuals

Objective 1: Educate consumers about dangers of fire and benefits of newly installed sprinkler system

• Continue with fire safety training which provides consumers and include information about the sprinkler system following installation

Support from the City of Urbana CDBG program will ensure that C-U Independence is able to meet the new safety standards and continue to operate the much needed supported living apartment building which helps individuals with developmental disabilities live as independently as possible.

- B2. Estimate the **total** number of persons or households that will benefit from implementation of this project:
  - 24 Persons or Households

B3. Estimate the number of persons or households served who will be extremely low, very low & moderate-income; please refer to chart below for Family Size and MFI Limits:

23 Extr	emely Low (<30% MFI)	1Ver	y Low (31-50%)	Moderate	(51-80%)
---------	----------------------	------	----------------	----------	----------

Family Size	30% MFI (extremely low)	50% MFI (very low)	80% MFI (low income)
1 person	13,150	21,900	35,050
2 persons	15,050	25,050	40,100
3 persons	16,900	28,150	45,100
4 persons	18,800	31,300	50,100
5 persons	20,300	33,800	54,100
6 persons	21,800	36,300	58,100
7 persons	23,300	38,800	62,100
8 persons	24,800	41,300	66,150

B4. Percentage of persons or households served who will be City of Urbana residents: \_\_100 %

B5. Indicate other significant characteristics of the population to be served: All of the residents are individuals with developmental disabilities, such as epilepsy, cerebral palsy, mental retardation, Down syndrome, or other disabling conditions.

\*Note: Income benefit must be documented by Census data or income survey forms. The total number of households benefiting should be an actual and reliable neighborhood or client count. You must define your beneficiaries and document how you calculated this figure.

# C. NATIONAL OBJECTIVE COMPLIANCE / PERFORMANCE MEASURES

All projects must comply with the CDBG National Objective of benefitting low- and moderate-income persons/households. As required by the Dept. of Housing and Urban Development (HUD), performance measurements are to be entered into the Federal database for each grant funded.

C1. Please explain <u>fully</u> how the proposed project meets the CDBG National Objective identified above and provide substantiating documentation supporting your claims.

The installation of a fire sprinkler system fulfills three of the CDBG National Objectives. First, C-U Indpendence is eliminating conditions which are detrimental to health, safety, and public welfare by installing a sprinkler system; thereby greatly reducing our residents' risk of injury or death due to fire. Second, the installation of the sprinkler system aligns with the goal of providing a decent and suitable living environment for persons of extremely low- and low-income by ensuring that C-U Independence meets all accepted standards for living conditions in a timely fashion, most notably the installation of a city mandated fire sprinkler system. Finally, the installation of the fire sprinkler system supports public services that make Urbana a suitable living environment for extremely low- and low-income residents by guaranteeing that individuals who are extremely low- and low-income have access to the same quality of housing as other residents.

C2. As identified in the Five-Year Strategic Plan of the <u>City of Urbana Consolidated Plan for Program Years</u> <u>2005-2009</u>, which local funding priority does this project meet? Explain <u>how</u> the proposed project addresses the priority you have chosen.

The installation of a fire sprinkler system satisfies the City of Urbana's local funding priorities by providing decent housing. By meeting all current safety requirements, the installation of a sprinkler system provides the extremely low- and low-income residents of C-U Indpendence's supported living apartment building with the same opportunity to live as safely as other City of Urbana residents.

C3. Please explain how you will <u>measure</u> the project's effectiveness at meeting the above priority. Explain how you will <u>measure</u> the long-term impact of the project on the clients, participants and/or the community. What <u>indicators</u> will you use to measure the impact on the community and/or on the lives of persons assisted?

<u>C-U Independence will measure the short term effectiveness of the project by evaluating whether we meet the city's new fire safety guidelines and whether we meet our proposed timelines for installation. The long term</u>

impact of the project will be measured by evaluating whether the installation of the fire sprinkler system increases the safety and livability of our supported living apartment building and improves the quality of life for our residents. Indicators of success in meeting our goal of increasing the safety and livability of housing will include quantitative factors such as the number of incidences of fire and injuries due to fire and qualitative measures such as how the knowledge of living in a safer environment impacts consumers day to day lives.

D. LEAD BASED PAINT (LBP)
D1. Does the project need an assessment for LBP?
D2. If yes, is an assessment planned or scheduled?   Yes  No If yes, please give date:
If no, please explain:
D3. If the project has been assessed for LBP, does the project contain lead-based paint?   Yes  No
D4. If yes, explain how it will be addressed and who will be responsible for such; (please attach results):
<u> </u>
E. NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE / UNIFORM RELOCATION ACT
E1. Will the project traverse or impact a floodplain or wetland area?   Yes  No If yes, please provide a map showing the floodplain or wetland area as it relates to the project execution.
E2. What compensating design features have been implemented to correct any adverse effects relating to construction? Please explain.
Given the nature of this project, we do not anticipate any adverse effects relating to construction.
E3. Will project replace an existing structure or involve new construction?   Yes   No  Please explain:
E4. Will the project substantially increase the present capacity of an existing facility?   Yes   No  Please explain:

Although the installation of a fire sprinkler sy	ystem will not increase the number	of individuals DSC is able to
serve at our supported living apartment build	ing, it will greatly increase the safe	ety and living conditions for our
residents.		
E5. Will it be necessary to obtain temporary If yes, please identify property owners:		
E6. Is the project going to disturb land previous of the project goi	•	
E7. To the best of your knowledge, is there ☐ Yes ☐ No If yes, please explain:		
E8. Will the activity involve an existing structure, is that structure.  E9. Are you rehabilitating existing residential	ucture vacant or occupied?	
If yes, what year was the building or unit con		
F. LEVERAGE / MATCH  The applicant leveraging/match may be profederal funding and must offer a minimum of leveraging which is pledged for the project rawarded. Applicant's leverage funds must be including previously awarded CDBG more	f 25% of the estimated project cosmust be maintained, regardless of spent prior to drawing on CDBG	st. The minimum percent of the amount of CDBG funds funds. <b>Note: CDBG funds</b> ,
F1. Source of applicant's leveraging:	DSC Funds	\$24,000
		<u> </u>
		TOTAL \$24,000
F2. Calculate leveraging ratio as leverage	offered divided by total project cos	t:
\$24,000 divided by\$96		

G. PAST	LEVERAGING / MA	TCH PERFORMANC	E	
implementation	on of the last CDBG pro	oject funded and/or cor	npleted under the City	rovided by the applicant toward of Urbana's program. Explain n, engineering, construction,
etc.)	7	•		
G1. Provide	budget for the last proj	ect funded through CD	BG:	
G *** 1		1000000		
C-U Independ	dence has never receive	ed CDBG funding and t	herefore we can not p	rovide past leveraging/match
performance.				
	Your funds:	\$	_	
	Total of other funds	\$	(list sources below)	
	CDBG funds	\$	_	
	Total	\$		
G2. Calculate	e leveraging ratio as le	verage offered divided	by total project cost:	
		_divided by	equals	_%

# H. DETAILED ACTIVITY / PROJECT BUDGET

G3. Sources of other funds:\_

NOTE: Operational (day-to-day) expenses are not eligible CDBG activities under this application. Please request an application for the City's Consolidated Social Service Funding Pool, available in March, 2008.

G4. Explanation of how leveraged funds were spent:

H1. Source of Funds				
Funds	Amount			
CDBG funds requested:	\$72,000			
Applicant's funds:	\$24,000			
Other funds: (Please specify sources, attach additional sheets if needed)				
1. N/A				
TOTAL FUNDS:	\$96,000			

H2. Use of Funds				
Budget Line Item:	Your \$\$	CDBG \$ Amt:	Other \$ Amt:	Total \$ Amt:
Installation, Warning & Safety System, Architect Fees, & Project Management	\$24,000	\$72,000		\$96,000
TOTAL FUNDS:				

H3. Please describe the effect on the proposed project if the City of Urbana grant is <u>not</u> awarded during this fiscal period

Without funding from the City of Urbana, DSC will be forced to divert funding from existing projects and programs in order to promptly comply with the new fire code regulations.

	1. /	٩L	JTHO	RIZA	TION	AND	<b>SIGNAT</b>	URE	SHEE
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11. Submission of this application and the information contained herein is authorized by:

Martistaly
Signature
Mark Salefski
Print Name
CFO/Professional Associate
Title
C-U Independence
Agency/Organization
/ /
1/11/08
Date / /

C-U Independence: Fire Sprinkler System Installation

# **Project Budget**

Budget Items	Amount
Installation, Warning & Safety System,	\$96,000
Architect Fees, & Project Management	
TOTAL	\$96,000

C-U Independence: Fire Sprinkler System Installation

# **Project Schedule**

- Using Davis-Bacon requirements advertise a RFP and choose a contractor within 30 days of notification from the City of Urbana regarding funding.
- In working with the contractors schedule will ensure the fire sprinkler system is installed by April 2009.

# DEVELOPMENTAL SERVICES CENTER BOARD OF DIRECTORS F.Y.E. 6/30/2008

Term			
Exp. Date	Name & Address	Telephone #	Occupational Category
2009	J. Stephen Acord NationVest Capital, LLC One Main Plaza, Suite 203 Champaign, IL 61820	H. 352-4106 O. 359-7600 F. 359-7605 stevea@nationvest.com	Financial Advisor, NationVest Capital, LLC
2008	Linda K. Bailey 1122E 1900N Rd. White Heath, IL 61884	H. 762-2282 bomax@hughes.net	Logistics—Kraft Foods (retired)
2010	Amy M. Eisenmenger 303 Condit Street Tolono, IL 61880	H. 485-5410 aeke123@mchsi.com	Homemaker; Part-time Accountant
2009	Donna R. Greene Main Street Trust, Inc. 100 W. University Ave. P.O. Box 260 Champaign, IL 61824	H. 586-3906 O. 351-6619 F. 351-6651 donna.greene@mainstreettrust.com	President, Wealth Management—Main Street Trust, Inc.
2008	Melissa A. Hoerner 2507 Valkar Ln. Champaign, IL 61822	H. 355-6289 mahoerner@insightbb.com	Community Volunteer
2009	Jan Kiley Research Survey Service, Inc. 307 W. University Ave. Champaign, IL 61820-3913	H. 356-1952 O. 239-7880 F. 239-7875 jankiley@soltec.net	Co-owner/President, Research Survey Service, Inc.
2008	L. Michael Sebens Integrated Benefits Group P.O. Box 11227 Champaign, IL 61826-1227	H. 398-0046 O. 356-6918 F. 356-6958 sebens7@aol.com	President, Integrated Benefits Group
2009	James A. Smith Northwestern Mutual Financial Network 408 S. Division Mahomet, IL 61853	H. 586-5236 O. 586-6651 F. 586-2310 james.a.smith@nmfn.com	Financial Advisor, Northwestern Mutual Financial Network
2008	Kevin Sullivan Sullivan-Parkhill Automotive, Inc. 440 W. Anthony Dr. Champaign, IL 61821	H. 352-8807 O. 352-4275 F. 352-4697 ksully@sullivan-parkhill.com	President, Sullivan- Parkhill Automotive, Inc.

Term Exp. Date	Name & Address	Telephone #	Occupational Category
2010	Thomas C. Tanton, Jr. 4304 Southford Trace Dr. Champaign, IL 61822	H. 417-2186 O. 317/612-3593 F. 317/329-3309 tctanton@herffjones.com	VP & Gen. Mgr. (Yearbook Div.), Herff Jones, Inc.
2010	Teola Trowbridge 2612 Clayton Blvd. Champaign, IL 61822	H. 398-8156 teolatrowbridge@cs.com	Logistics Mgr.—Kraft (retired)
2009	Carl M. Webber 1910 Woodfield Rd. Champaign, IL 61822	H. 398-5601 O. 367-1126 F. 367-3752 cwebber@webberthies.com	Attorney/President— Webber & Thies, P.C.
2010	Jane Webber 302 Calvin Savoy, IL 61874	H. 356-8353 O. 398-4868 F. 398-5798 jwebber@metritech.com	Director of Business Development, MetriTech, Inc.

# **OFFICERS**

Jan Kiley, Chairperson

J. Stephen Acord, Treasurer

L. Michael Sebens, Vice Chairperson

Amy Eisenmenger, Secretary

Teola Trowbridge, Immediate Past Chairperson

# C-U INDEPENDENCE, INC. / PRAIRIE HOMES, INC.

# BOARD OF DIRECTORS F.Y.E. 6/30/2008

Term Exp. Date	Name & Address	Telephone #	
2008	Sylva Walker 1809 C Lakeside Dr. Champaign, IL 61821 sylva01@hotmail.com	Н. 356-9403	Chairman
2010	J. Victor Malkovich Dimond Bros. 1806 Woodfield Dr. Savoy, IL 61874 jvm@dimondbros.com	H. 328-3096 O. 356-6400 F. 356-8044	Vice Chairman/Treasurer
2009	Carol Hahn 1605A Lyndhurst Savoy, IL 61874 chahn@meyercapel.com	H. 377-7650 (cell) O. 352-1800 F. 352-1083	Secretary
2008	Mary K. Auth 2532 Windward Blvd. Champaign, IL 61821 mary@maryauth.com	H. 351-6373 F. 351-6381	Director
2010	Alan Edwards 1804 E. Michigan Ave. Urbana, IL 61802 alan.edwards@wandtv.com	H. 328-4911 O. 424-2500 F. 424-2589	Director
2008	Linda Johnson 2623 Natalie Champaign, IL 61822 ch64v@allstate.com	H. 369-6889 O. 366-3120	Director
2009	Mary Ann Luedtke 2206 Combes Urbana, IL 61801 pfluedtke@knfa.net	H. 328-1143	Director
2010	Paul Luedtke 2206 Combes Urbana, IL 61801 pfluedtke@knfa.net	H. 328-1143	Director

Term Exp. Date	Name & Address	Telephone #	
2009	Laura Muscatella 2613 Worthington Dr. Champaign, IL 61822 m.muscatella@sbcglobal.net	H. 398-4217 O. 398-3338 F. 398-4961	Director
2010	Joseph Nicholas 3601 N. Highcross Rd. Urbana, IL 61802 jcnichola@gmail.com	H. 367-5792	Director
2009	Gerald White 2314 Sumac Court So. Champaign, IL 61821 jbwhite87@aol.com	Н. 359-2960	Director
	Dale A. Morrissey 3204 Cypress Creek Champaign, IL 61822 dmorrissey@dsc-illinois.org	H. 356-8475 O. 356-9176	CEO/Professional Associate
	Mark A. Salefski 2007 Rebecca Dr. Champaign, IL 61821 msalefski@dsc-illinois.org	H. 415-8460 O. 356-9176	CFO/Professional Associate
	Annette L. Becherer 1204 S. Western Avenue Champaign, IL 61821 abecherer@dsc-illinois.org	H. 493-3771 (cell) O. 356-9176	Professional Associate

# DEVELOPMENTAL SERVICES CENTER TABLE OF ORGANIZATION BOARD OF DIRECTORS

## **Chief Executive Officer**

Dale A. Morrissey

Development & Special Projects

Janice McAteer, Director of Development

- Grants

- Fund-raising

- Public Relations

# Mark Salefski, Exec VP of Support Services/CFO

# **Business Operations**

Brad Parks, Director

- Marketing
- Production
- Transportation

#### Finance

Anne Marshall, Accounting Manager

- Accounting Services
- Payroll
- Risk Management

# **Human Resources/ Support Services**

Karma Skinner, Director

- Human Resources
- Administrative Support
- Safety
- Volunteers/Interns

#### Maintenance

Tom Everette, Director

- Equipment
- Facilities
- Housekeeping
- Vehicles

#### **Network Systems**

Systems Administrator

- Hardware/Software Support
- Internet/Intranet Management
- Network Systems Management

Case Management/Family Support Services

Patty Walters, Exec VP of Consumer Services

Ron Bribriesco, Director

- Case Coordination
- Family Home Maintenance
- Individual/Family Support
- Clinical Services

# **Developmental Training**

Laura Bennett, Director

- Independent Living Skills
- Day Programming
- Community Integration
- OT/Speech Consultants

# **Program Assurance**

Vickie Tolf, Director

- Staff Training
- Respite
- Quality Assurance
- HIPAA
- CARF

#### Family Development Center

Felicia Gooler, Director

- Developmental Therapy
- Family Development
- Early Intervention Services
- Daycare Consultation

#### **Residential Services**

Annette Becherer, Director

- CILA
- Apartment Services
- Intermittent CILA
- Nursing Services
- Behavioral Support

# **Employment Services**

Carole Powers, Director

- Vocational Evaluation
- In-house Training & Employment
- Community Employment
- Recreation Therapy

JAN 2 0 2004

# Internal Revenue Service

Date: January 15, 2004

C U Independence Inc 1304 W Bradley Ave Champaign, IL 61821-2035 Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:

Ms. Dalton 31-07967 Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST 877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

37-1179479

Dear Sir or Madam:

This is in response to your request of December 10, 2003 regarding your organization's tax-exempt status.

In September 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in Section 509(A)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required tò file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

C U Independence Inc 37-1179479

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufen

Janna K. Skufca, Acting Director, TE/GE Customer Account Services

January 11, 2008



City of Urbana Grants Management Division 400 S. Vine Street Urbana, IL 61801 Attn: John Schneider

Dear Mr. Schneider:

Thank you for the opportunity to submit a proposal to the City of Urbana. C-U Independence is requesting \$72,000 to install an automatic fire sprinkler system at our supported living apartment building for individuals with developmental disabilities.

C-U Independence facilitates the work of Developmental Services Center (DSC) by providing residential alternatives to persons with developmental disabilities and their families at our supported living apartment building located at located at 610 E. Kerr in Urbana. Although DSC and C-U Independence are separate corporations with separate and distinct Board of Directors, they work collectively towards the same overall mission – to enhance the lives of persons with disabilities by providing services and supports which enable them to live, work, learn and participate in their communities. The installation of the fire sprinkler system will substantially increase the safety and livability of our apartment building, provide a decent and suitable living environment for extremely low-and low-income individuals, and increase the quality of services available in the city of Urbana.

Thank you for your continued support of C-U Independence and DSC. If you have questions regarding our proposal, please feel free to contact me at <a href="mailto:msalefski@dsc-illinois.org">msalefski@dsc-illinois.org</a> or 217-356-9176. Thank you for your consideration.

Sincerely.

Mark Salefski

CFO/Professional Associate