

RESOLUTION NO. 2024-11-078R

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A DCEO GRANT
(Urbana Pilot Fleet Electrification Project)**

WHEREAS, the City of Urbana (the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers; and

WHEREAS, the Department of Commerce and Economic Opportunity (DCEO) has awarded a grant (“Grant”) in the amount of \$250,000 to reimburse the City for the Pilot Fleet Electrification Project undertaken by the Public Works Department; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by DCEO as described in 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. That DCEO’s Grant to reimburse for the Pilot Fleet Electrification Project shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City’s compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.



PASSED BY THE CITY COUNCIL this 25th day of November, 2024.

AYES: Wu, Evans, Bishop, Wilken

NAYS: Quisenberry

ABSTAINED: None.

DocuSigned by:

Darcy E. Sandefur

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Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this 26th day of November, 2024.

DocuSigned by:

Diane Wolfe Marlin

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Diane Wolfe Marlin, Mayor

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**CITY OF URBANA
Community Development Services Department**

AND

**CITY OF URBANA
Public Works Department**

1. Purpose

This MOU is entered into among the City of Urbana Community Development Services Department (CDS) and the City of Urbana Public Works Department (PW) for the Urbana Pilot Fleet Electrification Project. This MOU covers grant funding from the Illinois Department of Commerce and Economic Opportunity (DCEO) in the amount of **\$250,000**. The MOU will take effect on the last date signed by a party, and will terminate when the funds are expended, or June 30, 2025, whichever comes first.

2. Responsibilities

Public Works will:

- a) Implement the Urbana Pilot Fleet Electrification Project as outlined in the MOU and in the attached statement of work (Exhibit A);
- b) Ensure that all purchasing and bidding activities undertaken are in compliance with the City of Urbana's procurement policy;
- c) Assure that DCEO costs will not exceed **\$250,000** and that project costs are reasonable and consistent with local and federal policies and regulations. Expenses will be substantiated through quarterly reports in accordance with Exhibit B;
- d) Submit proper invoices provided that services and work performed have been satisfactory, and that any and all project documentation has been submitted to the Community Development Services Department to ensure reimbursement of DCEO eligible project costs.

Community Development Services will:

- a) Review project statement of work, budget, and procurement processes for compliance with State of Illinois regulations;
- b) Monitor project implementation once per quarter to ensure compliance with

reporting requirements, 2 CFR Part 200 financial management requirements, and other applicable state and federal requirements;

- c) Submit quarterly Periodic Performance Report (PPR) and Period Fiscal Report (PFR) to the State of Illinois DCEO for review and approval.

3. **Monitoring and Reporting**

The Public Works Department shall submit throughout the term of this MOU:

- a) Documentation of any public hearings or notifications regarding the project;
- b) Documentation of the procurement process, including the selection of the contractor and bidding documents for construction;
- c) Original copies of the legal agreements with the contractor;
- d) Invoices on a monthly basis to be approved through MUNIS workflow.

4. **Project Completion and Closeout**

Upon project completion, Public Works shall submit all grant close-out documents, including but not limited to requests for final payments/retainage and release of liens from contractors, within forty-five (45) days after the end of the term of this MOU. The failure of Public Works Department to provide a full accounting of all funds expended, including program income, under this MOU within ninety (90) days shall be sufficient reason for CDS to deny or terminate any future agreements with Public Works Department.

This MOU and all records above and otherwise pertaining to such MOU shall be maintained by both Public Works Department and CDS for a period of **five (5) years** after project completion final payment is made and all other pending matters are finalized.

Public Works Department shall furnish all records with respect to any matters covered by this MOU for inspection by CDS, or DCEO officials at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If Public Works fails to submit, in a timely and satisfactory manner, any report or response required by this MOU, including responses to monitoring reports, CDS may withhold payments otherwise due to Public Works. If CDS withholds such payments, it shall notify Public Works in writing of its decision and the reasons therefore. Payments may be withheld by CDS until such time as the delinquent obligations for which funds are withheld are fulfilled by Public Works. If the delinquent report or response is not received within forty-five (45) days of its due date, CDS may suspend or terminate this MOU.

1. Reprogramming and Reversion of Assets – Public Works shall refund to CDS any sum of money which has been paid to Public Works by CDS, which CDS determines has resulted in an overpayment, or which CDS determines has not been spent strictly in accordance with the terms of this MOU and/or DCEO requirements. Such refund shall be made by Public Works within fifteen (15) days after request by CDS.

Within ninety (90) days after expiration of this MOU, Public Works shall transfer to CDS any grant funds allocated by the City of Urbana for this program which have not been invoiced by Public Works within sixty (60) calendar days after the ending date of this MOU and any accounts receivable attributable to the use of DCEO funds. Such funds shall revert to the DCEO Program to be allocated for other activities.


2. Non-Performance and Termination - In accordance with 2 CFR 200.338, CDS may suspend or terminate this MOU by notice in writing to Public Works. If Public Works materially fails to comply with any term of the award. Additionally, this MOU may be terminated in whole or in part for convenience by either Public Works or CDS in accordance with 2 CFR Part 200.339 by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
3. Amendments – Public Works may request minor budget revisions to this MOU at any time prior to the last quarter of the term of the agreement provided that such amendments do not result in an increase the amount of DCEO funds. CDS may, in its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both CDS and Public Works.
4. Conformance with Federal Regulations – Public Works shall comply with all applicable federal, state, and local laws. In addition, Public Works agrees to comply with applicable provisions of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR, Part 200.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Public Works Further agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

2. **Timeframe for Memorandum of Understanding**

This MOU will be in effect from November 25, 2024 through June 30, 2026 or until project close out.

3. Authorized Signatures and Department Contacts

Signed by:  12/2/2024 | 8:54:47 AM CST
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Tim Cowan, Public Works Director **Date**

Signed by:  12/2/2024 | 4:43:26 PM CST
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Carol Mitten, Interim Community Development Services Director **Date**

EXHIBIT A

STATEMENT OF WORK

The scope of work includes construction/renovation activities as well as purchase of new equipment. Construction/renovation activities include building out infrastructure including conduit, wiring, charging pedestals/ports, and basic restoration to accommodate additional future EV fleet conversions. The funds used for equipment will cover unbudgeted difference in vehicle replacements to go to electric from gas vehicles. Funds secured for this project will also include replacing 4 gas powered Public Works vehicles at the end of their useful life with EVs at an estimated rate of \$10,000 per vehicle extra.

The construction/renovation activities will include electrical network expansion to accommodate electrical vehicle (EV) charging onsite at the City's Public Works facility for advancing conversion from gas powered vehicles to electric vehicles.

Equipment purchase expenses are planned to be used for the purchase cost difference between gas powered vehicles (which City has already budgeted for) and electric vehicles for up to four (4) vehicles that are due for replacement and have been identified by the City as suitable for conversion to EV. Make and model of vehicles has not yet been determined. Public Works fleet vehicles are used for a variety of purposes on a daily basis, including responding to resident and business requests and complaints, tree removal or trimming services, as well as other projects that benefit Urbana residents.

EXHIBIT B

Quarterly Reporting Schedule

Quarterly expense reports shall be due on the 15th day of the month following the end of each quarter. Start and end dates of each quarter are as follows:

Quarter 1: July 1—September 30

Quarter 2: October 1—December 31

Quarter 3: January 1—March 31

Quarter 4: April 1—June 30